

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, APRIL 18, 2017 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**ALBERT MENDIVIL**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

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the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**AWARDS AND RECOGNITIONS**

**PRESENTATIONS**

1. [2017 Community Emergency Response Team \(CERT\) Academy Graduates. \(Fire\)](#)
2. [Government Finance Officers Associations Distinguished Budget Presentation Award for the Fiscal Year Ended June 30, 2017 \(Finance\)](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of \_\_\_\_\_. (City Clerk)
5. Resolution of the City Council of the City of National City approving an Employment Agreement for the City Attorney. (City Attorney)
6. [Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers. \(Community Services\)](#)
7. [Resolution of the City Council of the City of National City ratifying a Certification Regarding Non-Application of Relocation Benefits and](#)

Indemnification Agreement between the City of National City, the Related Companies of California, LLC, and the State of California Housing and Community Development Department for the Affordable Housing and Sustainability Communities Grant Program awarded to the Paradise Creek Phase II Project located at 2010 and 2030 Hoover Avenue in National City. (Housing & Economic Development)

8. Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund, administered through the City of San Diego in the amount of \$294,084.00, and the establishment of a Fiscal year 2016-2017 appropriation of \$294,084.00 and a corresponding revenue budget for increasing positive outcomes between municipal law enforcement and high-risk populations. (Police)
9. Resolution of the City Council of the City of National City authorizing the filing of a Project Application for the CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Program. (Engineering/Public Works)
10. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance (NJPA) Contract #081716-NAF to award the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30; and, 2) appropriate \$5,993.30 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase. (Engineering/Public Works)
11. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California General Services Administration Contract #GS-21F-0206W to award the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38; and 2) appropriate \$8,034.38 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase. (Engineering/Public Works)
12. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance Contract 052015-MTQ to award the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19; and 2) appropriate



\$966.19 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase. (Engineering/Public Works)

13. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California Department of General Services Contract #4-17-23-0019B to award the purchase of a SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$49,563.55; and 2) appropriate \$7,563.55 in the Equipment Replacement Reserve from the Trash Rate Stabilization Fund fund balance to apply towards the purchase. (Engineering/Public Works)
14. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 to award the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, in an amount not to exceed \$14,305.27; and 2) appropriate an additional \$2,305.27 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase. (Engineering/Public Works)
15. Investment transactions for the month ended February 28, 2017. (Finance)
16. Warrant Register #35 for the period of 02/22/17 through 02/28/17 in the amount of \$4,024,146.87. (Finance)
17. Warrant Register #36 for the period of 03/01/17 through 03/07/17 in the amount of \$1,483,233.11. (Finance)

## **PUBLIC HEARINGS**

## **ORDINANCES FOR INTRODUCTION**

18. An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Councils authority to govern the sale or use of alcoholic beverages in city-owned buildings operated and controlled by third parties, within a public park, through written agreements with the City. (City Manager)

## **ORDINANCES FOR ADOPTION**

## **NON CONSENT RESOLUTIONS**

19. [Resolution of the City Council of the City of National City authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \\$5,000 and service fee waivers of \\$5,000 for the National City Aquatic Center Activation Series, and authorizing the establishment of fund appropriations of \\$5,000 and corresponding revenue budget. \(Community Services\)](#)

## **NEW BUSINESS**

20. [Temporary Use Permit - National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 4, 2017 with no waiver of fees. \(Neighborhood Services\)](#)

## **B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

### **PUBLIC HEARINGS- HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS- HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

21. [Resolution of the Community Development Commission-Housing Authority of the City of National City: \(a\) authorizing the Executive Director to execute a Participation Agreement by and between the Community Development Commission- Housing Authority of the City of National City and \(i\) Community HousingWorks and Mercy Housing California; \(ii\) Bridge Housing Corporation; \(iii\) Chelsea Investment Corporation and Serving Seniors; and \(iv\) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar; and b\) contingent upon receipt of \\$60,000 from two or more Potential Developers, authorizing the Chairman to execute a Consulting Services Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Keyser Marston Associates, Inc. for the solicitation and evaluation of proposals from the Potential Developers and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 D Avenue in National City and establishing the budget appropriation for said Consultant Services Agreement. \(Housing & Economic Development\)](#)

## **NEW BUSINESS- HOUSING AUTHORITY**

## **C. REPORTS**

### **STAFF REPORTS**

### **MAYOR AND CITY COUNCIL**

## **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Adjourned Regular Meeting of the National City City Council/Community Development Commission - Housing Authority of the City of National City - Budget Workshop - Tuesday - April 25, 2017 - 4:00 p.m. - Council Chambers - National City, California

Regular Meeting of the National City City Council/Community Development Commission - Housing Authority of the City of National City - Tuesday - May 2, 2017 - 6:00 p.m. - Council Chambers - National City, California

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### **BUDGET SCHEDULE - FISCAL YEAR 2018**

Budget Workshop - April 25, 2017 - 4:00 p.m.  
Budget Hearing - June 6, 2017 - 6:00 p.m.

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### **CITY COUNCIL SUMMER LEGISLATIVE RECESS**

July 4, 2017 - City Council Meeting - Dispensed With  
July 18, 2017 - City Council Meeting - Dispensed With

The following page(s) contain the backup material for Agenda Item: 2017 Community Emergency Response Team (CERT) Academy Graduates. (Fire)

ITEM NO. \_\_\_\_\_

4/18/2017

**2017 COMMUNITY EMERGENCY RESPONSE TEAM (CERT) ACADEMY GRADUATES**  
**(NATIONAL CITY FIRE DEPARTMENT)**

The following page(s) contain the backup material for Agenda Item: Government Finance Officers Associations Distinguished Budget Presentation Award for the Fiscal Year Ended June 30, 2017 (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Government Finance Officers Association's Distinguished Budget Presentation Award for the Fiscal Year Ended June 30, 2017.

**PREPARED BY:** Ed Prendell, Budget Analyst

**DEPARTMENT:** Finance

**PHONE:** (619) 336-4332

**APPROVED BY:** Mark Ralento

**EXPLANATION:**

The Government Finance Officers Association (GFOA) has presented its Distinguished Budget Presentation Award to the City of National City for its annual budget for fiscal year 2017.

In order to receive this award, a governmental unit must publish a budget document that meets the program's criteria as a policy document, as a financial plan, as an operations guide, and as a communication device.

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Ralento Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

NA

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Distinguished Budget Presentation Award from the Government Finance Officers Association for fiscal year 2017.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of National City  
California**

For the Fiscal Year Beginning

**July 1, 2016**

*Jeffrey R. Emswiler*

Executive Director



The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_

04/18/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers. (Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers.

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** Community Services

**PHONE:** 336-4243

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

There is no fiscal impact associated with this action.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt staff's proposed revisions to Council Policy 803

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Existing Policy 803
2. Proposed Policy 803 with red-line strike out
3. Final Policy 803 draft

## EXPLANATION

On October 18, 2016, the City Council of the City of National City directed staff to prepare a revision to City Council Policy 803 for City Council consideration. The purpose of the proposed changes is to clarify the distinction between City of National City community centers that are under the exclusive control and operation of the City and those that are leased to outside organizations for purposes that are not controlled by nor operated by the City either directly or indirectly.

Council Policy 803 is intended to govern the terms of usage of the City's community centers, setting forth the types of allowable uses, the order of priority for the renting of the facilities, rental fees and other terms and conditions of usage. For those facilities that have been or will be leased to third party groups for their exclusive use, the Policy is not applicable. The City's ability to dictate any conditions of usage or allowable activities is dictated in the lease agreement.

Staff has reviewed Policy 803 based on the above distinctions and herein proposes the following changes which are presented for your adoption:

1. Added language clarifying that Policy 803 applies to City facilities over which the City exercises exclusive operation and control when operated by either City staff or a third party operator.
2. Added language so that City facilities leased to third parties for purposes that are not under the exclusive operation and control of the City are governed by the terms of the third parties' written agreement with the City.
3. Added language prohibiting third parties from using City facilities for any purpose that violates local, state or federal laws.
4. Added a list of City facilities leased to third parties that would not be subject to Policy 803.

In addition, staff recommends removing the National City Aquatic Center from Policy 803. While it is a community center under the exclusive control and operation of the City, there are other provisions of the Policy that contradict the desired operation of the facility. For example, Policy 803 does not allow for private event rentals. The Aquatic Center is a desirable location for private rentals for events such as birthday parties, team building events for small private companies, bridal and baby showers, etc. The revenue generated from such events would be beneficial in offsetting the costs associated with the operation of an aquatic facility. Likewise, staff is analyzing the ability to establish a market rate fee for this facility, separate from the fees denoted in Policy 803. It is staff's intent to return with the Aquatic Center Council Policy at a later date. In the interim, pending adoption of such a policy, staff will not lease the facility for private uses and will continue to comply with the City's established fee schedule.

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY# 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **PURPOSE:**

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling.

### **GENERAL POLICY:**

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used and preserved for future users and may be changed or modified as necessary by the City Council.

### **Facilities Available for Reservation**

1. Martin Luther King Jr. Community Center, 140 East 12<sup>th</sup> Street  
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue  
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue  
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street  
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street  
Facility includes 2 classrooms

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

6. National City Aquatic Center, 3300 Goesno Place  
Facility include classroom

7. Granger Music Hall, 1615 East 4th Street  
Facility includes hall designed for concerts

### **Categories of Use by Priority**

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. **CITY PROGRAMS.** National City programs, events and meetings shall have priority over any other program or usage.
2. **CITY CO-SPONSORED PROGRAMS.** National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.
3. **CITY STAFF PARTICIPATION:** Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. **EDUCATIONAL GROUPS.** Educational activities organized by any school located in National City.
5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. **RESIDENT NON-PROFIT NATIONAL CITY GROUPS.** National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

### **Prohibited Facility Use**

City facilities are not available for the following purposes:

1. Private functions
2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **Fees and Deposits Based on Category**

Category	Resident Fees	Non-Resident Fees	Facility Use Fee \$50	Kitchen Deposit \$60	Key Deposit \$100	Cleaning Deposit \$100	Audio/Visual Deposit \$100
1. City Programs	None	None	None	None	None	None	None
2. City Co-Sponsored Programs	None	None	None	None	None	None	None
3. City Staff Participation	None	None	None	None	None	None	None
4. Educational Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
5. Governmental Agencies	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
6. Civic/Service Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
7. Resident Non-Profit National City Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
8. Other	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required

### **Resident and Non-Resident Fees**

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

### **Facility Use Fee**

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.



### **Refundable Deposits**

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

### **Payment of Fees and Refundable Deposits**

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

### **Applicant Eligibility**

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

### **Application Process**

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

### **GENERAL RULES:**

#### **Facility Use Rules**

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

#### **Damage, Cleanliness and Supervision**

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

### **Keys**

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

### **Facility Set Up**

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

### **Decorating**

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

### **Indemnification**

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

### **Insurance**

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least "A,VIII" by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City's Risk Manager.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City's Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City's Risk Manager.

### **Alcohol Regulations**

The use of alcohol is prohibited in National City Community Centers.

### **Smoking**

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

### **Security**

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

### **Financial Statement**

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

### **Non-Discrimination**

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

### **Report Vandalism**

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

CURRENT POLICY

## CITY COUNCIL POLICY

### CITY OF NATIONAL CITY

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY# 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

#### **PURPOSE:**

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling City of National City owned and operated community centers. This policy shall be applicable to all such facilities that are operated by City staff or by third party operators on behalf of the City.

The guidelines and regulations of this policy are subject to change or modification as deemed necessary by the City Council.

#### **GENERAL POLICY:**

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used, operated, and preserved for future users. This City Council Policy 803 shall apply to all City-owned community center facilities over which the City exercises exclusive operation and control either through staff or third party operators acting on behalf of the City. and may be changed or modified as necessary by the City Council.

The following City-owned facilities are leased to third parties for purposes that are not under the exclusive operation and control of the City and are not subject to City Council Policy 803:

1. A Reason to Survive, 200 East 12<sup>th</sup> Street
2. The Boys and Girls Club, 1430 D Avenue
3. The Frank A Kimball House, 923 'A' Avenue
4. The National City Depot, 922 West 23<sup>rd</sup> Street

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5. The Stein Family Farm, 1808 'F' Avenue
6. National City Golf Course, 1439 Sweetwater Road

Third parties shall not use City facilities for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the City, or of other applicable authorities.

#### **Facilities Governed by this Policy and Available for Reservation**

1. Martin Luther King Jr. Community Center, 140 East 12<sup>th</sup> Street  
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue  
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue  
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street  
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street  
Facility includes 2 classrooms

~~6. National City Aquatic Center, 3300 Goesno Place  
Facility include classroom~~

~~7-6.~~ Granger Music Hall, 1615 East 4th Street  
Facility includes hall designed for concerts

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#### **Categories of Use by Priority**

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. CITY PROGRAMS. National City programs, events and meetings shall have priority over any other program or usage.
2. CITY CO-SPONSORED PROGRAMS. National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.

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3. **CITY STAFF PARTICIPATION:** Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. **EDUCATIONAL GROUPS.** Educational activities organized by any school located in National City.
5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. **RESIDENT NON-PROFIT NATIONAL CITY GROUPS.** National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

#### **Prohibited Facility Use**

City facilities are not available for the following purposes:

1. Private functions
2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building

#### **Fees and Deposits Based on Category**

Category	Resident Fees	Non-Resident Fees	Facility Use Fee \$50	Kitchen Deposit \$60	Key Deposit \$100	Cleaning Deposit \$100	Audio/Visual Deposit \$100
1. City Programs	None	None	None	None	None	None	None
2. City Co-Sponsored Programs	None	None	None	None	None	None	None
3. City Staff Participation	None	None	None	None	None	None	None
4. Educational		City Fees					



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<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

Groups	Custodial Fees	and Custodial Fees	Required	Required	Required	Required	Required
5. Governmental Agencies	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
6. Civic/Service Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
7. Resident Non-Profit National City Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
8. Other	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required

#### **Resident and Non-Resident Fees**

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

#### **Facility Use Fee**

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

#### **Refundable Deposits**

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
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#### **Payment of Fees and Refundable Deposits**

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

#### **Applicant Eligibility**

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

#### **Application Process**

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance

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4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

#### **GENERAL RULES:**

##### **Facility Use Rules**

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

##### **Damage, Cleanliness and Supervision**

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

##### **Keys**

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

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<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

#### **Facility Set Up**

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

#### **Decorating**

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

#### **Indemnification**

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

#### **Insurance**

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Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City's Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City's Risk Manager.

#### **Alcohol Regulations**

The use of alcohol is prohibited in National City Community Centers governed by this policy.

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<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

#### **Smoking**

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

#### **Security**

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

#### **Financial Statement**

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

#### **Non-Discrimination**

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

#### **Report Vandalism**

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

#### **Prior Policy Amendments**

April 5, 2016

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# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY# 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **PURPOSE:**

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling City of National City owned and operated community centers. This policy shall be applicable to all such facilities that are operated by City staff or by third party operators on behalf of the City.

The guidelines and regulations of this policy are subject to change or modification as deemed necessary by the City Council.

### **GENERAL POLICY:**

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used, operated, and preserved for future users. This City Council Policy 803 shall apply to all City-owned community center facilities over which the City exercises exclusive operation and control either through staff or third party operators acting on behalf of the City.

The following City-owned facilities are leased to third parties for purposes that are not under the exclusive operation and control of the City and are not subject to City Council Policy 803:

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4. The National City Depot, 922 West 23<sup>rd</sup> Street
5. The Stein Family Farm, 1808 'F' Avenue
6. National City Golf Course, 1439 Sweetwater Road

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

Third parties shall not use City facilities for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the City, or of other applicable authorities.

#### **Facilities Governed by this Policy and Available for Reservation**

1. Martin Luther King Jr. Community Center, 140 East 12<sup>th</sup> Street  
Facility includes a large hall that can be separated into two sections and a kitchen
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Facility includes a hall and kitchen
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Includes a hall and two small classrooms
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Facility includes 2 classrooms
6. Granger Music Hall, 1615 East 4th Street  
Facility includes hall designed for concerts

#### **Categories of Use by Priority**

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. **CITY PROGRAMS.** National City programs, events and meetings shall have priority over any other program or usage.
2. **CITY CO-SPONSORED PROGRAMS.** National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.
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<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
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5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
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8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

#### **Prohibited Facility Use**

City facilities are not available for the following purposes:

1. Private functions
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5. Any activity not consistent with the general business purpose of the building

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<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **Fees and Deposits Based on Category**

Category	Resident Fees	Non-Resident Fees	Facility Use Fee \$50	Kitchen Deposit \$60	Key Deposit \$100	Cleaning Deposit \$100	Audio/Visual Deposit \$100
1. City Programs	None	None	None	None	None	None	None
2. City Co-Sponsored Programs	None	None	None	None	None	None	None
3. City Staff Participation	None	None	None	None	None	None	None
4. Educational Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
5. Governmental Agencies	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
6. Civic/Service Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
7. Resident Non-Profit National City Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
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### **Resident and Non-Resident Fees**

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **Facility Use Fee**

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

### **Refundable Deposits**

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

### **Payment of Fees and Refundable Deposits**

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

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### **Applicant Eligibility**

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Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification

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on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

### **Application Process**

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

### **GENERAL RULES:**

#### **Facility Use Rules**

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

#### **Damage, Cleanliness and Supervision**

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

### **Keys**

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

### **Facility Set Up**

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

### **Decorating**

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

### **Indemnification**

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

### **Insurance**

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least “A,VIII” by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City’s Risk Manager.

Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City’s Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City’s Risk Manager.

#### **Alcohol Regulations**

The use of alcohol is prohibited in National City Community Center governed by this policy.

#### **Smoking**

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

#### **Security**

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

#### **Financial Statement**

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **Non-Discrimination**

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

### **Report Vandalism**

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

### **Prior Policy Amendments**

April 5, 2016

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying a Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement between the City of National City, the Related Companies of California, LLC, and the State

## Background Report

### Certification Regarding Non-Application of Relocation Benefits

This Certification is made by The Related Companies of California, LLC, a California limited liability company and The City Of National City, A California municipal corporation, (together as the "Sponsor"), for the benefit of the Department of Housing and Community Development, a public agency of the State of California, its successors and assigns (the "Department"), and is dated as of March 3, 2017, for reference purposes. The Related Companies of California, LLC, through its organizational structure, control Paradise Creek II Housing Partners, L.P., a California limited partnership (the "Borrower"), which owns the Paradise Creek Phase II Housing Project ("Project") consisting of 92 housing units under development. The Sponsor was awarded \$5,480,271 in AHSC Grant funds, and \$3,760,617 in AHSC Loan Funds for the Paradise Phase II Housing Project.

The Sponsor certifies the vacant land contains only an empty site which was not vacated for the Project (i.e. previous tenants were not displaced for the Project). The Sponsor also certifies no previous occupants were displaced from their homes, businesses, or farms for the Department's Project as a result of an owner refusing to renew a lease, i.e. the property was not vacated for the Department's Project. It is understood that If relocation benefits are found to be applicable then the Sponsor shall prepare a relocation plan and shall be solely responsible for providing the assistance and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (California Government Code 7260 et seq), and the Relocation Guidelines (Title 25 of the California Code of Regulations Section 6000 et seq); and Sponsor shall indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs.

### Indemnity Agreement

The purpose of the Indemnification Agreement is to allow the Department to be held harmless in connection with any and all potential legal costs and liabilities in conjunction with accepting certification from Sponsor that no relocation plan was necessary.

As part of the construction of the Project (attributed to 14-AHSC-10481 and 14-AHSC-10483), the Sponsor agrees to defend, indemnify, release and hold harmless the Department, its agents, officers, attorneys, employees and committees from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of the above mentioned "Certification Regarding Non-Application of Relocation Benefits." This indemnification shall include, but not be limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the Sponsor, arising out of or in conjunction with the approval of the Project's construction, except loss or liability caused by the Department's sole negligence or willful misconduct. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.



## **Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement**

### **Paradise Creek Phase II**

#### **Certification Regarding Non-Application of Relocation Benefits**

This document is used by the Sponsor of a housing project to show and certify that no relocation plan was necessary for the project. The certification is regarding a certain project known as Paradise Creek Phase II, located at 2010 and 2030 Hoover Avenue, San Diego, CA 91950 (the "Project").

This Certification is made by The Related Companies of California, LLC, a California limited liability company and The City Of National City, A California municipal corporation, (the "Sponsors"), for the benefit of the Department of Housing and Community Development, a public agency of the State of California, its successors and assigns (the "Department"), and is dated as of March 3, 2017, for reference purposes. The Sponsor, through its organizational structure, control Paradise Creek II Housing Partners, L.P., a California limited partnership (the "Borrower"), which owns the aforementioned Project.

In conducting its due diligence, the Department requested that the Sponsor provide any and all information relating to potential relocation issues involving the Project. In response, Sponsor provided the Department the following information and documents supporting its position that no relocation was necessary:

1. Land Appraisal for Paradise Creek Apartments Phase II Site,  
Report Date: May 8, 2015

Paradise Creek - Phase II is the second phase of a two-phased project. Phase 1 is currently under construction and consists of 108 affordable rental apartments (plus one manager's unit). Phase 1 is expected to be complete by the end of 2016. Phase 2 will consist of 91 affordable rental apartments (plus one manager's unit) for a combined total of 199 affordable units (plus two manager's unit). The Sponsor was awarded \$5,480,271.00 in AHSC Grant funds, and \$ 3,760,617.00 in AHSC Loan Funds.

Sponsor has been informed that: (1) Federal and State Relocation Assistance laws provide uniform, fair and equitable treatment for persons whose real property is acquired or who are displaced as a result of government or government-assisted programs or projects; and (2) Property owners who sell their property in voluntary acquisitions are not displaced persons and are not eligible for relocation assistance and payment benefits. However, tenant occupants who are displaced as a result of the acquisition may be eligible for all applicable relocation benefits. A tenant-occupant who moves as a result of

Page 1 of 6

Template Date: February 15, 2017

Date: March 3, 2017

Project: Paradise Creek Ph. II

HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483

Type of Construction: New Construction, Vacant Land

a voluntary acquisition for a government-assisted project may be eligible for relocation assistance as a displaced person. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law.

Sponsor has not used the services of a recognized relocation specialist in determining that relocation assistance is not applicable.

### Representations

The Sponsor has represented to the Department the following: (a) that the new construction of the Project will not result in temporary or permanent relocation of any tenant or owner-occupant; (b) the Project construction work will be done on vacant land, and (c) that the site for Phase II is currently being used as a construction site and for storage (described in Exhibit A); and therefore no relocation will be required.

The Sponsor has also represented to the Department the following: (a) the vacant land was not intentionally created to be vacant so as to circumvent relocation law; (b) there was no owner-occupant or tenant or mobile home or business (which at minimum includes a parking business, billboards and other forms of outdoor advertising displays) or, farm previously on the vacant land; (c) no person or entity was required to move personal property from vacant land; (d) no advertising signs were lost in creation of the vacant land and (e) there was no 'displaced person' pursuant to Government Code 7260(b), (c) and (d); whereby a "displaced person" is a person who is entitled to relocation assistance when he or she must move from real property, or move personal property from real property, as a direct result of a notice of intent to acquire, or acquisition of real property for a program or project by a public entity, or acquisition by any person having an agreement with or acting on behalf of a public entity; (f) no prior lease (on the vacant land) was intentionally not renewed to create the vacant land; (g) no person's property was acquired in connection with a state or federally funded project; and (h) no person's property was displaced in connection with a state or federally funded project.

### Certification

Sponsor certifies the vacant land contains only an empty site which was not vacated for the Project (i.e. previous tenants were not displaced for the Project).

Sponsor certifies no previous occupants were displaced from their homes, businesses, or farms for the Department's Project as a result of an owner refusing to renew a lease, i.e. the property was not vacated for the Department's Project.

Sponsor certifies that as a result of construction of the Project, no housing, business nor farm will be affected, no personal property was required to be moved, and no households will have to be displaced.

The undersigned, the Sponsor, do hereby certify as follows:

1. The foregoing is true and correct;
2. The Sponsor is duly authorized to execute, in its name, all documents and certifications required by the Department in order for it to carry out any construction of the Development and Sponsor will comply with relocation law requirements;
3. That the Department would not approve the construction of the Development without this certification; and
4. It is understood that if relocation benefits are found to be applicable then the Sponsor shall prepare a relocation plan and shall be solely responsible for providing the assistance and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (California Government Code 7260 et seq), and the Relocation Guidelines (Title 25 of the California Code of Regulations Section 6000 et seq); and Sponsor shall indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs; (see below Indemnity Agreement).

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**SPONSORS:**

**The Related Companies of California, LLC,**  
a California limited liability company

By: Frank Cardone  
Frank Cardone,  
President

**[Signatures continued on Next Page]**

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Template Date: February 15, 2017  
Date: March 3, 2017  
Project: Paradise Creek Ph. II  
HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483  
Type of Construction: New Construction, Vacant Land

**City of National City, a California  
municipal corporation**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
George Eiser, Interim City Attorney

**[Remainder of the page left blank. Indemnification Agreement follows on the next  
page of this Certification].**

**Page 4 of 6**

Template Date: February 15, 2017  
Date: March 3, 2017  
Project: Paradise Creek Ph. II  
HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483  
Type of Construction: New Construction, Vacant Land

### Indemnification Agreement

As part of the construction of the Project (attributed to 14-AHSC-10481 and 14-AHSC-10483), Sponsor agrees to defend, indemnify, release and hold harmless the Department, its agents, officers, attorneys, employees and committees from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of the above mentioned "Certification Regarding Non-Application of Relocation Benefits." This indemnification shall include, but not be limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the Sponsor, arising out of or in conjunction with the approval of the Project's construction, except loss or liability caused by the Department's sole negligence or willful misconduct. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

**NOTE:** The purpose of the Indemnification Agreement is to allow the Department to be held harmless in connection with any and all potential legal costs and liabilities in conjunction with accepting certification from Sponsor that no relocation plan was necessary.

#### **SPONSORS:**

**The Related Companies of California, LLC,**  
a California limited liability company

By: Frank Cardone  
Frank Cardone  
President

**City of National City,** a California  
municipal corporation

By: \_\_\_\_\_  
Ron Morrison, Mayor

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
George Eiser, Interim City Attorney

**Exhibit A**

**Consists of the following: Pages 1, 3, 5, 31, 32, and both pages  
of subject photos (7) pages from the Land Appraisal for  
Paradise Creek Apartments Phase II Site, Report Date:  
May 8, 2015**

## **Land Appraisal**

**Paradise Creek Apartments Phase II Site  
2.15 acres of parcels:  
560-206-07, 560-391-05, 559-124-07, and 559-124-06  
National City, California 94950**

**Effective Date: April 7, 2015**

**Report Date: May 8, 2015**

**Marie Debor**

**Paradise Creek II Housing Partners L.P.  
18201 Von Karman Ave., Suite 900  
Irvine, CA 92612**

### **LEA & COMPANY**

**Southern California  
PO Box 68  
Corona Del Mar, California  
(818) 914-1892**

**Midwest Omaha  
11060 Oak Street Suite 6  
Omaha, Nebraska  
(402) 202-0771**

**Midwest Kansas City  
6804 Mastin Drive  
Merriam, Kansas  
(402) 305-1693**



**LEA &  
COMPANY**

## **FACTUAL DESCRIPTION**

### **Property Identification**

The property appraised consists of 2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06 which are located in National City. The entire site consists of a total of 12.44 acres, which includes the aforementioned Subject parcels, the Phase I parcel numbers 560-391-12 and 559-124-08, and the proposed community park parcel number of 560-391-11. The Subject site is vacant and currently being used as a construction site while Paradise Creek Phase I is being built. There is a creek that traverses south to northeast through the site.

The developer acquiring the site plans to construct a total of 201 units that will be income-restricted, as per LIHTC guidelines as well as a community park on the western portion of the site. The construction will be completed in two phases. Phase I, which is under construction, will consist of 109 units in two residential buildings on 4.11 acres, and the park and creek which is 6.15 acres. Phase II will consist of 92 units in two residential buildings on 2.15 acres.

This appraisal is to provide an opinion of market value of the residential portion of Phase II or the 2.15 acres of land. Photos of the Subject have been included in the Addenda.

### **Compliance and Competency Provision**

We are aware of the compliance and competency provisions of USPAP, and within our understanding of those provisions, this report complies with all mandatory requirements, and the authors of this report possess the education, knowledge, technical skills, and practical experience to complete this assignment competently, in conformance with the stated regulations.

### **Unavailability of Information**

In general, all information necessary to develop an estimate of value of the Subject property was available to the appraisers.

### **Intended Use and Intended Users of Appraisal**

The intended users of this report include Paradise Creek II Housing Partners L.P., and its assigns, TCAC/CDLAC and city of National City. TCAC/CDLAC may rely upon the appraisal as intended users related to affordable housing subsidies applications. The intended use of the appraisal is to provide assistance with investment analysis decisions.

### **Property Interest Appraised**

The property interest appraised is the fee simple interest.

### **Date of Inspection and Effective Date of Appraisal**

The Subject was last inspected and photographed on April 7, 2015. This shall be the effective date of the appraisal.



**LEA &  
COMPANY**

- Brent R. Griffiths provided significant professional appraisal assistance in the preparation of this report. This assistance included the collection and confirmation of market data, draft of the report, and a preliminary opinion of the Market Value under the supervision of Jay A. Wortmann, MAI and Byron N. Lea, MAI

**Ownership and History of Subject**

The property appraised consists of 2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06 which are located in National City. These parcels were deeded to Community Development Commission-Housing Authority of the City of National City from the City of National City, a Municipality, on August 28, 2013.

The city has agreed to lease the land to the developer for 99 years at a rate of \$1 per year. We are not aware of any other transfers of these properties. The site is not currently exposed to the market. This appraisal assignment does not provide an indication of leased fee interest or potential leasehold estate(s).

**LEA &  
COMPANY**

## **SITE DESCRIPTION**

**Existing  
Improvements:**

The site is vacant and currently being used as a construction site while Paradise Creek Phase I is being built. Currently, there is a large pile of dirt that is on the site and will be dispersed between Phase I and II.

**Size:**

The site is a total of 2.15 acres of the entire 12.44 acres.

**Identification:**

2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06.

**Topography:**

The site is flat.

**Vegetation:**

No vegetation.

**Zoning:**

The Subject's site is currently zoned MCR-2, Mixed Use Commercial Residential, which permit several uses; a zoning document provided by the city of National City identifying allowable uses is included in the addendum. An apartment complex is an allowable use. The minimum density is 24 units per acre (52 units) and the maximum density is 60 units per acre (129 units). The upper limits within the zoning requires construction greater than six stories, which require greater cost steel frame construction versus wood frame construction. Interviews with the developer indicate Phase II plan is 92 units (42 units per acre), which incorporates wood frame construction, and is towards the lower density range permitted by zoning. Approvals from the city have been obtained for this density.

The parking requirement for a multifamily project is 1.5 spaces for each unit of 1,200 square feet or greater and 1.0 spaces for each unit of 1,200 square feet or less.

The zoning information was confirmed by Michael Fellows, Planning Technician for the city of National City.

**Proximity to Adverse  
Conditions:**

At this time, we are unaware of any detrimental influences that would impact on the value of the Subject.

**Drainage:**

Appears adequate, however no specific tests were performed.

**LEA &  
COMPANY**

**Soil and Subsoil Conditions:** We were not provided with a soil survey. However, we assume that an analysis will be completed and any mitigation will be remedied, and the site will possess adequate load bearing capacity for development.

**Environmental:** We were not provided an environmental report and did not observe any obvious environmental hazards during our site inspection. However, we are not experts within this field.

**Flood Plain:** According to the Floodscape Flood Hazards Map Number 06073C1911G, dated May 16, 2012, a portion of the Subject is a moderate and high flood risk area. Because the project is located in a flood zone, the habitable space for both phases is being elevated by approximately one foot to raise the buildings out of the flood zone. The developer stated that flood insurance was required at the construction loan closing of Phase I and expects to obtain flood insurance for the Subject (Phase II) as well.

**Photographs:** Subject photos are included in the Addenda.



## SUBJECT PHOTOGRAPHS



Subject



Another view of Subject



Another view of Subject



Another view of Subject



Another view of Subject



Another view of Subject



## SUBJECT PHOTOGRAPHS



Creek and Kimball Elementary School to the north



Commercial uses to the east



Commercial uses to the east



Creek and vacant land to the west



Hoover Avenue facing north



Hoover Avenue facing south

## Background Report

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## **Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement**

### **Paradise Creek Phase II**

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Report Date: May 8, 2015

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Template Date: February 15, 2017

Date: March 3, 2017

Project: Paradise Creek Ph. II

HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483

Type of Construction: New Construction, Vacant Land

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Sponsor has not used the services of a recognized relocation specialist in determining that relocation assistance is not applicable.

### Representations

The Sponsor has represented to the Department the following: (a) that the new construction of the Project will not result in temporary or permanent relocation of any tenant or owner-occupant; (b) the Project construction work will be done on vacant land, and (c) that the site for Phase II is currently being used as a construction site and for storage (described in Exhibit A); and therefore no relocation will be required.

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### Certification

Sponsor certifies the vacant land contains only an empty site which was not vacated for the Project (i.e. previous tenants were not displaced for the Project).

Sponsor certifies no previous occupants were displaced from their homes, businesses, or farms for the Department's Project as a result of an owner refusing to renew a lease, i.e. the property was not vacated for the Department's Project.



Sponsor certifies that as a result of construction of the Project, no housing, business nor farm will be affected, no personal property was required to be moved, and no households will have to be displaced.

The undersigned, the Sponsor, do hereby certify as follows:

1. The foregoing is true and correct;
2. The Sponsor is duly authorized to execute, in its name, all documents and certifications required by the Department in order for it to carry out any construction of the Development and Sponsor will comply with relocation law requirements;
3. That the Department would not approve the construction of the Development without this certification; and
4. It is understood that if relocation benefits are found to be applicable then the Sponsor shall prepare a relocation plan and shall be solely responsible for providing the assistance and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (California Government Code 7260 et seq), and the Relocation Guidelines (Title 25 of the California Code of Regulations Section 6000 et seq); and Sponsor shall indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs; (see below Indemnity Agreement).

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**SPONSORS:**

**The Related Companies of California, LLC,**  
a California limited liability company

By: Frank Cardone  
Frank Cardone,  
President

**[Signatures continued on Next Page]**

Page 3 of 6

Template Date: February 15, 2017  
Date: March 3, 2017  
Project: Paradise Creek Ph. II  
HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483  
Type of Construction: New Construction, Vacant Land

**City of National City, a California  
municipal corporation**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
George Eiser, Interim City Attorney

**[Remainder of the page left blank. Indemnification Agreement follows on the next  
page of this Certification].**

**Page 4 of 6**

Template Date: February 15, 2017  
Date: March 3, 2017  
Project: Paradise Creek Ph. II  
HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483  
Type of Construction: New Construction, Vacant Land

### Indemnification Agreement

As part of the construction of the Project (attributed to 14-AHSC-10481 and 14-AHSC-10483), Sponsor agrees to defend, indemnify, release and hold harmless the Department, its agents, officers, attorneys, employees and committees from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of the above mentioned "Certification Regarding Non-Application of Relocation Benefits." This indemnification shall include, but not be limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the Sponsor, arising out of or in conjunction with the approval of the Project's construction, except loss or liability caused by the Department's sole negligence or willful misconduct. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

**NOTE:** The purpose of the Indemnification Agreement is to allow the Department to be held harmless in connection with any and all potential legal costs and liabilities in conjunction with accepting certification from Sponsor that no relocation plan was necessary.

#### **SPONSORS:**

**The Related Companies of California, LLC,**  
a California limited liability company

By: Frank Cardone  
Frank Cardone  
President

**City of National City,** a California  
municipal corporation

By: \_\_\_\_\_  
Ron Morrison, Mayor

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
George Eiser, Interim City Attorney

**Exhibit A**

**Consists of the following: Pages 1, 3, 5, 31, 32, and both pages  
of subject photos (7) pages from the Land Appraisal for  
Paradise Creek Apartments Phase II Site, Report Date:  
May 8, 2015**

## **Land Appraisal**

**Paradise Creek Apartments Phase II Site  
2.15 acres of parcels:  
560-206-07, 560-391-05, 559-124-07, and 559-124-06  
National City, California 94950**

**Effective Date: April 7, 2015**

**Report Date: May 8, 2015**

**Marie Debor**

**Paradise Creek II Housing Partners L.P.  
18201 Von Karman Ave., Suite 900  
Irvine, CA 92612**

### **LEA & COMPANY**

**Southern California  
PO Box 68  
Corona Del Mar, California  
(818) 914-1892**

**Midwest Omaha  
11060 Oak Street Suite 6  
Omaha, Nebraska  
(402) 202-0771**

**Midwest Kansas City  
6804 Mastin Drive  
Merriam, Kansas  
(402) 305-1693**



**LEA &  
COMPANY**

## **FACTUAL DESCRIPTION**

### **Property Identification**

The property appraised consists of 2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06 which are located in National City. The entire site consists of a total of 12.44 acres, which includes the aforementioned Subject parcels, the Phase I parcel numbers 560-391-12 and 559-124-08, and the proposed community park parcel number of 560-391-11. The Subject site is vacant and currently being used as a construction site while Paradise Creek Phase I is being built. There is a creek that traverses south to northeast through the site.

The developer acquiring the site plans to construct a total of 201 units that will be income-restricted, as per LIHTC guidelines as well as a community park on the western portion of the site. The construction will be completed in two phases. Phase I, which is under construction, will consist of 109 units in two residential buildings on 4.11 acres, and the park and creek which is 6.15 acres. Phase II will consist of 92 units in two residential buildings on 2.15 acres.

This appraisal is to provide an opinion of market value of the residential portion of Phase II or the 2.15 acres of land. Photos of the Subject have been included in the Addenda.

### **Compliance and Competency Provision**

We are aware of the compliance and competency provisions of USPAP, and within our understanding of those provisions, this report complies with all mandatory requirements, and the authors of this report possess the education, knowledge, technical skills, and practical experience to complete this assignment competently, in conformance with the stated regulations.

### **Unavailability of Information**

In general, all information necessary to develop an estimate of value of the Subject property was available to the appraisers.

### **Intended Use and Intended Users of Appraisal**

The intended users of this report include Paradise Creek II Housing Partners L.P., and its assigns, TCAC/CDLAC and city of National City. TCAC/CDLAC may rely upon the appraisal as intended users related to affordable housing subsidies applications. The intended use of the appraisal is to provide assistance with investment analysis decisions.

### **Property Interest Appraised**

The property interest appraised is the fee simple interest.

### **Date of Inspection and Effective Date of Appraisal**

The Subject was last inspected and photographed on April 7, 2015. This shall be the effective date of the appraisal.

**LEA &  
COMPANY**

- Brent R. Griffiths provided significant professional appraisal assistance in the preparation of this report. This assistance included the collection and confirmation of market data, draft of the report, and a preliminary opinion of the Market Value under the supervision of Jay A. Wortmann, MAI and Byron N. Lea, MAI

**Ownership and History of Subject**

The property appraised consists of 2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06 which are located in National City. These parcels were deeded to Community Development Commission-Housing Authority of the City of National City from the City of National City, a Municipality, on August 28, 2013.

The city has agreed to lease the land to the developer for 99 years at a rate of \$1 per year. We are not aware of any other transfers of these properties. The site is not currently exposed to the market. This appraisal assignment does not provide an indication of leased fee interest or potential leasehold estate(s).

**LEA &  
COMPANY**

## **SITE DESCRIPTION**

**Existing  
Improvements:**

The site is vacant and currently being used as a construction site while Paradise Creek Phase I is being built. Currently, there is a large pile of dirt that is on the site and will be dispersed between Phase I and II.

**Size:**

The site is a total of 2.15 acres of the entire 12.44 acres.

**Identification:**

2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06.

**Topography:**

The site is flat.

**Vegetation:**

No vegetation.

**Zoning:**

The Subject's site is currently zoned MCR-2, Mixed Use Commercial Residential, which permit several uses; a zoning document provided by the city of National City identifying allowable uses is included in the addendum. An apartment complex is an allowable use. The minimum density is 24 units per acre (52 units) and the maximum density is 60 units per acre (129 units). The upper limits within the zoning requires construction greater than six stories, which require greater cost steel frame construction versus wood frame construction. Interviews with the developer indicate Phase II plan is 92 units (42 units per acre), which incorporates wood frame construction, and is towards the lower density range permitted by zoning. Approvals from the city have been obtained for this density.

The parking requirement for a multifamily project is 1.5 spaces for each unit of 1,200 square feet or greater and 1.0 spaces for each unit of 1,200 square feet or less.

The zoning information was confirmed by Michael Fellows, Planning Technician for the city of National City.

**Proximity to Adverse  
Conditions:**

At this time, we are unaware of any detrimental influences that would impact on the value of the Subject.

**Drainage:**

Appears adequate, however no specific tests were performed.



**LEA &  
COMPANY**

**Soil and Subsoil Conditions:** We were not provided with a soil survey. However, we assume that an analysis will be completed and any mitigation will be remedied, and the site will possess adequate load bearing capacity for development.

**Environmental:** We were not provided an environmental report and did not observe any obvious environmental hazards during our site inspection. However, we are not experts within this field.

**Flood Plain:** According to the Floodscape Flood Hazards Map Number 06073C1911G, dated May 16, 2012, a portion of the Subject is a moderate and high flood risk area. Because the project is located in a flood zone, the habitable space for both phases is being elevated by approximately one foot to raise the buildings out of the flood zone. The developer stated that flood insurance was required at the construction loan closing of Phase I and expects to obtain flood insurance for the Subject (Phase II) as well.

**Photographs:** Subject photos are included in the Addenda.

**SUBJECT PHOTOGRAPHS**



Subject



Another view of Subject



Another view of Subject



Another view of Subject



Another view of Subject



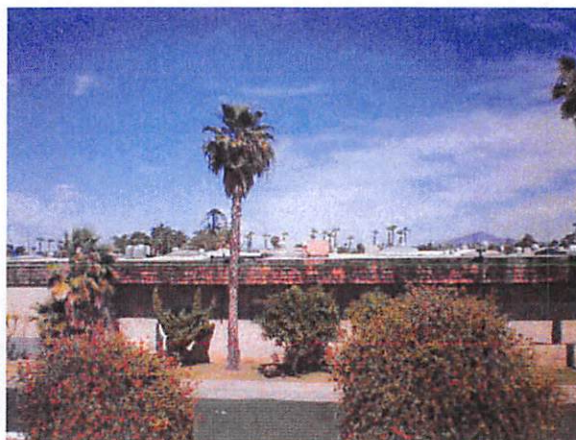
Another view of Subject



## SUBJECT PHOTOGRAPHS



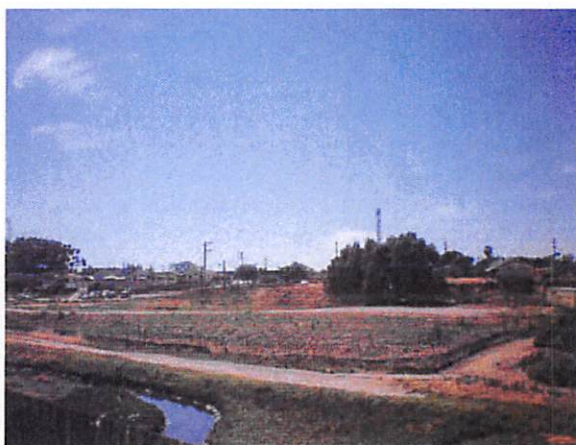
Creek and Kimball Elementary School to the north



Commercial uses to the east



Commercial uses to the east



Creek and vacant land to the west



Hoover Avenue facing north



Hoover Avenue facing south

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund, administered through the City of San Diego in the amount



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund, administered through the City of San Diego in the amount of \$294,084.00, and the establishment of a Fiscal year 2016-2017 appropriation of \$294,084.00 and a corresponding revenue budget for increasing positive outcomes between municipal law enforcement and high-risk populations.

**PREPARED BY:** Jeff Etzler, Police Sergeant

**DEPARTMENT:** Police

**PHONE:** (619) 336-4437

**APPROVED BY:** 

**EXPLANATION:**

The Board of State and Community Corrections (BSCC) awarded the City of National City a one-time amount of \$294,084.00 toward increasing positive outcomes between municipal law enforcement and high-risk populations. The Police Department may use funds to supplement, not supplant the following:

- Outreach to High-Risk Youth / Youth Diversion Programs
- Homeless Outreach Operations
- Crisis Intervention / De-Escalation / Mindful Resilience Training for Officers
- Gang and Violence Prevention Programs

Refer to the attached Staff Report for additional information. |

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** Revenue Fund: 290-11659-3463  
Expenditure Fund: 290-411-659\*

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Not Applicable

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Staff Report  
BSCC 2016-2017 Allocation Packet  
Copy of \$294,084.00 check, payable to National City Police Department, received March 13, 2017 |



## *NATIONAL CITY POLICE DEPARTMENT*

### *STAFF REPORT*

DATE: March 27, 2017

SUBJECT: Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund in the amount of \$294,084.00

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#### **BACKGROUND:**

The Board of State and Community Corrections allocated \$20 million to cities to increase positive outcomes between municipal law enforcement and high-risk populations. The grant awards were determined based on a combination of factors, including the size of the police department in each county and mental health and homeless population data. The grant requires that a minimum of 60 percent of the total funding must go to the police departments employing 100 or fewer officers. The initial one-time allocation for the National City Police Department was \$294,084.00.

#### **DEPARTMENT GOALS:**

In an effort to increase the positive outcomes in our community, the National City Police Department's goal will be to utilize the grant funds as follows:

- Outreach to High-Risk Youth / Youth Diversion Programs
- Homeless Outreach Operations
- Crises Intervention / De-Escalation / Mindful Resilience Training for Officers
- Gang and Violence Prevention Programs

Some of the goals for this grant are summarized below:

- 1) **Outreach to Youth / Youth Diversion Programs:** The National City Police Department may increase our outreach to the youth by providing funds to our current partners in youth diversion and high risk youth. The National City Police Department sponsors the National City Police Explorer program and provides advisors and the facility to run the program. The program would be able to recruit at-risk youths and would be able to provide a diversion away from the gang lifestyle with



**IMPACT**

None. Revenue to the City in the amount of \$294,084.00

JE

***Office of the Chief of Police  
1200 National City Boulevard  
National City, CA 91950  
(619) 336-4511/Fax (619) 336-4525  
[www.nationalcitypd.org](http://www.nationalcitypd.org)***



LINDA M. PENNER  
*Chair*

KATHLEEN T. HOWARD  
*Executive Director*

STATE OF CALIFORNIA

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916 445 5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.  
*Governor*

December 8, 2016

Dear Fiscal Agent for City Law Enforcement Grants:

The Budget Act of 2016, Chapter 23, Statutes of 2016, allocates \$20 million to cities to increase positive outcomes between municipal law enforcement and high-risk populations. The State Controller's Office is authorized to disburse these funds according to a schedule provided by the Department of Finance. As stipulated in Provision 1 of Item 5227-102-0001 of the Budget Act of 2016, the fiscal year 2016-17 awards were determined based on a combination of factors, including the size of police departments in each county and mental health and homeless population data (Attachment I). Consistent with historical practice for this grant, your city is the fiscal agent for local disbursement. Disbursement of these funds shall be the collective decision of the city police departments within your county.

Provision 1 of Item 5227-102-0001 of the Budget Act of 2016 requires that a minimum of 60 percent of the total funding must go to police departments employing 100 or fewer officers. The allocation table (Attachment I) includes additional information about the minimum percentage, and corresponding dollar amount, of each county's total allocation that must be distributed to small departments to meet that requirement on a statewide level. Also attached (Attachment II) is a document showing both the small and large police departments in each county along with the number of sworn officers in each department. This document is intended to be helpful for each fiduciary agent and city police departments to use as a reference guide when making funding disbursement decisions.

Provision 2 states, "Local law enforcement agencies may use the funds to supplement, not supplant, the following:

- (a) Homeless outreach teams.
- (b) Crisis Intervention Training for officers.
- (c) Gang Resistance Education and Training (GREAT).
- (d) Resources for drug endangered children.
- (e) Outreach to high-risk youth.
- (f) Youth diversion programs.
- (g) Gang and violence prevention programs."

Finally, Provision 3 requires agencies that receive funding to report the following, as applicable:

- (a) The number of new teams established, or planned to be established.
- (b) The type of training and the number of peace officers trained, or planned to be trained.
- (c) The type of equipment or resources that were purchased, or planned to be purchased

Attached is a document for each city police department to complete to notify the fiscal agent of its agreement to submit the data required to receive this funding (Attachment III). The fiscal agent for each county must complete and return the document to the Board of State and Community Corrections (BSCC) by January 27, 2017.



City Law Enforcement Grant  
2016-17 Allocation

Attachment I

County	City Named as Fiduciary Agent	Total Allocation by County	Minimum Percentage of Total Allocation for Small Departments	Minimum Allocation for Small Departments	Maximum Allocation for Large Departments
Alameda County	Fremont	\$ 950,347	61.84%	\$ 587,697	\$ 362,650
Amador County	Jackson	\$ 16,434	100.00%	\$ 16,434	\$ -
Butte County	Chico	\$ 123,636	100.00%	\$ 123,636	\$ -
Calaveras County	Angels Camp	\$ 11,446	100.00%	\$ 11,446	\$ -
Colusa County	Williams	\$ 16,215	100.00%	\$ 16,215	\$ -
Contra Costa County	Concord	\$ 677,497	78.15%	\$ 529,451	\$ 148,046
Del Norte County	Crescent City	\$ 8,742	100.00%	\$ 8,742	\$ -
El Dorado County	South Lake Tahoe	\$ 55,119	100.00%	\$ 55,119	\$ -
Fresno County	Fresno	\$ 460,328	54.25%	\$ 249,731	\$ 210,598
Glenn County	Orland	\$ 16,597	100.00%	\$ 16,597	\$ -
Humboldt County	Arcata	\$ 104,598	100.00%	\$ 104,598	\$ -
Imperial County	Brawley	\$ 113,220	100.00%	\$ 113,220	\$ -
Inyo County	Bishop	\$ 10,309	100.00%	\$ 10,309	\$ -
Kern County	Bakersfield	\$ 342,075	63.62%	\$ 217,642	\$ 124,433
Kings County	Hanford	\$ 90,505	100.00%	\$ 90,505	\$ -
Lake County	Lakeport	\$ 33,661	100.00%	\$ 33,661	\$ -
Lassen County	Susanville	\$ 13,725	100.00%	\$ 13,725	\$ -
Los Angeles County	Gardena	\$ 6,288,490	48.16%	\$ 3,028,692	\$ 3,259,798
Madera County	Madera	\$ 62,116	100.00%	\$ 62,116	\$ -
Marin County	San Rafael	\$ 202,872	100.00%	\$ 202,872	\$ -
Mendocino County	Ukiah	\$ 68,634	100.00%	\$ 68,634	\$ -
Merced County	Los Banos	\$ 159,563	100.00%	\$ 159,563	\$ -
Modoc County	Alturas	\$ 5,690	100.00%	\$ 5,690	\$ -
Mono County	Mammoth Lakes	\$ 7,892	100.00%	\$ 7,892	\$ -
Monterey County	Marina	\$ 331,948	71.19%	\$ 236,324	\$ 95,624
Napa County	Napa	\$ 74,535	100.00%	\$ 74,535	\$ -
Nevada County	Grass Valley	\$ 44,112	100.00%	\$ 44,112	\$ -
Orange County	Garden Grove	\$ 1,276,046	59.70%	\$ 761,755	\$ 514,291
Placer County	Auburn	\$ 159,720	66.98%	\$ 106,976	\$ 52,744
Riverside County	Corona	\$ 768,863	67.62%	\$ 519,888	\$ 248,974
Sacramento County	Citrus Heights	\$ 568,225	55.45%	\$ 315,087	\$ 253,138
San Benito County	Hollister	\$ 30,587	100.00%	\$ 30,587	\$ -
San Bernardino County	Fontana	\$ 670,594	58.39%	\$ 391,536	\$ 279,058
San Diego County	San Diego	\$ 1,417,836	48.44%	\$ 686,848	\$ 730,989
San Francisco County	San Francisco	\$ 500,886	0.00%	\$ -	\$ 500,886
San Joaquin County	Stockton	\$ 386,585	66.39%	\$ 256,652	\$ 129,934
San Luis Obispo County	San Luis Obispo	\$ 182,335	100.00%	\$ 182,335	\$ -
San Mateo County	Daly City	\$ 512,971	80.91%	\$ 415,068	\$ 97,903
Santa Barbara County	Santa Barbara	\$ 210,572	55.47%	\$ 116,806	\$ 93,767
Santa Clara County	Los Gatos	\$ 1,016,469	59.58%	\$ 605,628	\$ 410,841
Santa Cruz County	Watsonville	\$ 196,957	100.00%	\$ 196,957	\$ -
Shasta County	Redding	\$ 96,425	100.00%	\$ 96,425	\$ -
Siskiyou County	Yreka	\$ 30,434	100.00%	\$ 30,434	\$ -
Solano County	Vallejo	\$ 253,160	68.96%	\$ 174,591	\$ 78,569
Sonoma County	Santa Rosa	\$ 347,275	67.36%	\$ 233,912	\$ 113,363
Stanislaus County	Ceres	\$ 272,475	66.88%	\$ 182,221	\$ 90,254
Sutter County	Yuba City	\$ 51,855	100.00%	\$ 51,855	\$ -
Tehama County	Red Bluff	\$ 31,793	100.00%	\$ 31,793	\$ -
Tulare County	Visalia	\$ 246,178	76.29%	\$ 187,818	\$ 58,360
Tuolumne County	Sonora	\$ 16,062	100.00%	\$ 16,062	\$ -
Ventura County	Ventura	\$ 283,283	48.54%	\$ 137,503	\$ 145,780
Yolo County	West Sacramento	\$ 153,296	100.00%	\$ 153,296	\$ -
Yuba County	Wheatland	\$ 28,810	100.00%	\$ 28,810	\$ -
Total		\$ 20,000,000		\$ 12,000,000	\$ 8,000,000

County	Large Departments	Number of Sworn Officers	Small Departments	Number of Sworn Officers
<b>GLENN COUNTY</b>				
			ORLAND PD	11
			WILLOWS PD	9
<b>HUMBOLDT COUNTY</b>				
			ARCATA PD	23
			EUREKA PD	49
			FERNDAL PD	6
			FORTUNA PD	16
			RIO DELL PD	3
<b>IMPERIAL COUNTY</b>				
			BRAWLEY PD	35
			CALEXICO PD	26
			CALIPATRIA PD	5
			EL CENTRO PD	48
			IMPERIAL PD	17
			WESTMORLAND PD	5
<b>INYO COUNTY</b>				
			BISHOP PD	13
<b>KERN COUNTY</b>				
	BAKERSFIELD PD	380	ARVIN PD	18
			BEAR VALLEY PD	6
			CALIFORNIA CITY PD	19
			DELANO PD	51
			MCFARLAND PD	14
			RIDGECREST PD	32
			SHAFTER PD	23
			STALLION SPRINGS PD	2
			TAFT PD	17
			TEHACHAPI PD	15
<b>KINGS COUNTY</b>				
			AVENAL PD	16
			CORCORAN PD	17
			HANFORD PD	54
			LEMOORE PD	31
<b>LAKE COUNTY</b>				
			CLEARLAKE PD	22
			LAKEPORT PD	9
<b>LASSEN COUNTY</b>				
			SUSANVILLE PD	15
<b>LOS ANGELES COUNTY</b>				
	BEVERLY HILLS PD	116	ALHAMBRA PD	82
	BURBANK PD	140	ARCADIA PD	63
	CULVER CITY PD	101	AZUSA PD	58
	DOWNEY PD	107	BALDWIN PARK PD	66
	EL MONTE PD	110	BELL GARDENS PD	50
	GLENDALE PD	231	BELL PD	29
	INGLEWOOD PD	171	CLAREMONT PD	39
	LONG BEACH PD	783	COVINA PD	56
	LOS ANGELES PD	9,753	EL SEGUNDO PD	54
	PASADENA PD	216	GARDENA PD	95
	POMONA PD	159	GLENORA PD	51
	SANTA MONICA PD	204	HAWTHORNE PD	89
	TORRANCE PD	204	HERMOSA BEACH PD	37
	WHITTIER PD	119	HUNTINGTON PARK PD	56
			IRWINDALE PD	27
			LA VERNE PD	39
			MANHATTAN BEACH PD	68
			MONROVIA PD	47
			MONTEBELLO PD	68
			MONTEREY PARK PD	68

County	Large Departments	Number of Sworn Officers	Small Departments	Number of Sworn Officers
ORANGE COUNTY	ANAHEIM PD	387		
	COSTA MESA PD	111	BREA PD	60
	FULLERTON PD	140	BUENA PARK PD	80
	GARDEN GROVE PD	156	CYPRESS PD	51
	HUNTINGTON BEACH PD	214	FOUNTAIN VALLEY PD	61
	IRVINE PD	210	LA HABRA PD	68
	NEWPORT BEACH PD	138	LA PALMA PD	18
	ORANGE PD	144	LAGUNA BEACH PD	47
	SANTA ANA PD	291	LOS ALAMITOS PD	23
			PLACENTIA PD	47
			SEAL BEACH PD	33
			TUSTIN PD	88
			WESTMINSTER PD	87
PLACER COUNTY				
	ROSEVILLE PD	127	AUBURN PD	19
			LINCOLN PD	22
			ROCKLIN PD	55
RIVERSIDE COUNTY				
	CORONA PD	158	BANNING PD	27
	RIVERSIDE PD	360	BEAUMONT PD	38
			BLYTHE PD	17
			CATHEDRAL CITY PD	44
			DESERT HOT SPRINGS PD	26
			HEMET PD	63
			INDIO PD	63
			MURRIETA PD	89
			PALM SPRINGS PD	84
SACRAMENTO COUNTY				
	ELK GROVE PD	128	CITRUS HEIGHTS PD	89
	SACRAMENTO PD	644	FOLSOM PD	69
			GALT PD	35
SAN BENITO COUNTY				
			HOLLISTER PD	27
SAN BERNARDINO COUNTY				
	CHINO PD	106	BARSTOW PD	38
	FONTANA PD	180	COLTON PD	44
	ONTARIO PD	236	MONTCLAIR PD	48
	RIALTO PD	101	REDLANDS PD	80
	SAN BERNARDINO PD	213	UPLAND PD	70
SAN DIEGO COUNTY				
	CHULA VISTA PD	211	CARLSBAD PD	100
	EL CAJON PD	115	CORONADO PD	39
	ESCONDIDO PD	153	LA MESA PD	63
	OCEANSIDE PD	198	NATIONAL CITY PD	86
	SAN DIEGO PD	1,835		
SAN FRANCISCO COUNTY				
	SAN FRANCISCO PD	2,178		
SAN JOAQUIN COUNTY				
	STOCKTON PD	370	ESCALON PD	10
			LODI PD	66
			MANTECA PD	64
			RIPON PD	23
			TRACY PD	81
SAN LUIS OBISPO COUNTY				
			ARROYO GRANDE PD	24
			ATASCADERO PD	28
			GROVER BEACH PD	16
			MORRO BAY PD	17
			PASO ROBLES PD	31

City Law Enforcement Grant  
2016-17

Attachment II

County	Large Departments	Number of Sworn Officers	Small Departments	Number of Sworn Officers
<b>STANISLAUS COUNTY</b>				
	MODESTO PD	197	CERES DPS	46
			NEWMAN PD	12
			OAKDALE PD	23
			TURLOCK PD	75
<b>SUTTER COUNTY</b>				
			YUBA CITY PD	53
<b>TEHAMA COUNTY</b>				
			CORNING PD	13
			RED BLUFF PD	23
<b>TULARE COUNTY</b>				
	VISALIA PD	132	DINUBA PD	36
			EXETER PD	17
			FARMERSVILLE PD	14
			LINDSAY DPS	14
			PORTERVILLE PD	58
			TULARE PD	68
			WOODLAKE PD	9
<b>TUOLUMNE COUNTY</b>				
			SONORA PD	12
<b>VENTURA COUNTY</b>				
	OXNARD PD	225	PORT HUENEME PD	21
	SIMI VALLEY PD	123	SANTA PAULA PD	29
	VENTURA PD	127		
<b>YOLO COUNTY</b>				
			DAVIS PD	59
			WEST SACRAMENTO PD	66
			WINTERS PD	11
			WOODLAND PD	62
<b>YUBA COUNTY</b>				
			MARYSVILLE PD	15
			WHEATLAND PD	8
<b>Total</b>		27,378		9,723



THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK

**THE CITY OF SAN DIEGO**  
AMERICA'S FINEST CITY

**0001557600**

**03/06/2017**

**\$ 294,084.00**

**\*\* TWO HUNDRED NINETY-FOUR THOUSAND EIGHTY-FOUR DOLLARS \*\***

TO THE ORDER OF **NATIONAL CITY POLICE DEPARTMENT**

*Mary J. Lewis*  
Chief Financial Officer

*Paul R. Marmorek*  
City Treasurer

⑈0001557600⑈ ⑆071923284⑆ 7765201321⑈

↑ REMOVE DOCUMENT ALONG THIS PERFORATION ↓

REFERENCE NO. / PAYMENT INFO / CITY DOC NO.	AMOUNT	DISCOUNT	FED WITHHOLDING	AMOUNT PAID
SDPD-DISB.AB109 / 1900205933	294,084.00	0.00	0.00	294,084.00
<div data-bbox="305 844 639 1079" data-label="Text"> <p><b>RECEIVED</b> <b>MAR 13 2017</b> Chief's Office National City Police Department</p> </div> <div data-bbox="1299 1344 1494 1617" data-label="Text"> <p><i>3-13-17</i></p> </div>				
				294,084.00

Do you want to receive payment sooner? The City now offers Electronic Transfer (ACH) as a payment option allowing you to receive your funds directly into your account. To obtain Enrollment Form visit the City's Web Site at <http://www.sandiego.gov/comptroller/pdf/comp3.pdf>. For questions regarding this payment call your City Department contact and for general inquiries call (619) 236-6310.

VENDOR NO  
10021239

**THE CITY OF SAN DIEGO**

DATE 03/06/2017 WARRANT CHECK NO. 0001557600

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the filing of a Project Application for the CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Program. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

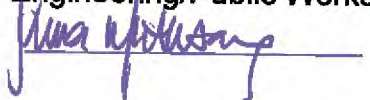
**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the filing of a Project Application for the CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Program.

**PREPARED BY:** Kuna Muthusamy

**PHONE:** (619) 336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

If grant funds are awarded, staff will return to Council to accept the grant and to appropriate funding.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. CAL FIRE letter announcing selection of City of National City Project Application for submission of grant application
3. Resolution

City of National City was awarded an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$276,685 including a local match of \$26,400 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City in November 3<sup>rd</sup>, 2015. The local match was provided in kind by National City staff hours towards the planning, management and execution of the grant objectives.

This grant includes conducting a Geographic Information System (GIS)-based City tree inventory estimated at 10,000 trees, developing a long range Urban Forestry Management Plan, updating corresponding City Council policies and ordinances, creating a National City Urban Forest webpage, and providing a web-based tree maintenance scheduling interface for residents. This Grant assumes that approximately 4,000 trees will be planted to complete the Urban Forest in National City.

In December 16<sup>th</sup> 2016, we submitted a Proposal for the planting of approximately 4,000 trees in a CAL FIRE grant for the amount \$1,334,000 inclusive of a local match of \$369,000. The local match provided in kind by the Public works Parks division for the maintenance and establishment of these trees. Public Works Parks division will be maintaining these trees as part of their routine duties and work and no additional expenses is anticipated. CAL FIRE informed us in March 2017 that National City's Proposal is approved and is invited to submit a Project application for the grant (see attached letter).

The planting of these 4,000 trees and initial maintenance, and construction of some irrigation facilities will be undertaken by a contractor paid for by the grant. Public Works Parks will be providing the long term maintenance. This grant is valid for a period of three years.

The Project Application requires a Council resolution approving submission of the application.





## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



March xx, 2017

«First\_Name» «Last\_Name»  
«Sponsoring\_Org»  
«Address1»  
«Address2\_»  
«City», «State» «Zip»

**RE: Concept Proposal for the CAL FIRE Urban and Community Forestry  
California Climate Investments (CCI) Grant Program**

We are pleased to inform you that you have been selected to submit a California Climate Initiatives (Greenhouse Gas Reduction Fund) Project Application for your project titled [Project\_Name] in the [Project\_Category]. Your project has been assigned a Project Tracking number [Project\_tracking #].

CAL FIRE will carefully evaluate each application according to the posted *Urban and Community Forestry Program California Climate Investments Grant Guidelines*. The following elements will be important in the grant evaluation process:

- a. GHG quantification for projects must follow the Air Resources Board *Quantification Methodology for Urban Forestry Projects* found at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/quantification.htm>. In addition, the applicant must provide the *USDA Forest Service Urban Tree Carbon Calculator* or *iTree* results and *ARB UCF GHG Calculator for FY 2016-17 Version 2* results with their project application. You can find a helpful video on the methodology from a webinar at the following link: <https://caufc.org/resources/workshop-resources/>.
- b. Highly competitive projects will include those with substantial levels of collaboration with partners, and have community support. Such projects will have authentic community engagement as a strong project element.
- c. Inclusion in the project of strong project establishment practices, presence of long term urban forest management planning, a history of good urban forest practices by the applying entity, and a commitment to long term maintenance of the project are ways to demonstrate assurance that GHG emission reduction goals will be achieved.
- d. All projects must show proof of what portion of their project can be considered "in" a disadvantaged community (DAC). Please see the table in Appendix L of

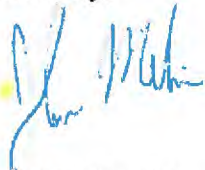
the Grant Guidelines for the definition of what "in" a DAC is. It should be noted that 75% of CAL FIRE's funds must be considered "in" a DAC. This factor therefore will greatly affect a project's competitiveness.

The *Urban and Community Forestry Program California Climate Investments Grant Guidelines* and related forms contain all the information necessary to submit your project application package. They can be found at the following web page:  
[http://www.fire.ca.gov/resource\\_mgt/resource\\_mgt\\_urbanforestry\\_grants.php#](http://www.fire.ca.gov/resource_mgt/resource_mgt_urbanforestry_grants.php#)

Please submit one digital copy (not scanned) and one hard copy. The digital copy must be sent by email to [include email address], and the hard copy must be signed and ground mailed. It must be postmarked no later than [DATE TBD]. Failure to submit the documents by the due date will likely result in your proposal being disqualified. You should reference your project tracking number on each document of your application package when submitting the required documents. For the digital copy, use the project tracking number in the file name. For the hard copy, be sure to put the tracking number at the top of the page, even if it must be handwritten.

Due to the high demand for Urban and Community Forestry CCI grants, CAL FIRE will not be able to fund all projects for the applications submitted. Consequently, invitations to submit an application and acknowledgement of a completed application do not guarantee that the project will be funded.

Sincerely,



JOHN MELVIN  
Staff Chief, Resource Protection and Improvement

APR 30 2012

Mail

CAL FIRE  
Attn: Grant's management Unit  
P.O. Box 944246  
Sacramento, CA 94244-2466  
CalFire.grants@fire.ca.gov

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint P



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance (NJPA) Contract #081716-NAF to award the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30; and, 2) appropriate \$5,993.30 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4583

**APPROVED BY:** Stephen Z. Manganiello

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

644-416-222-511-0000 (Equipment Replacement Reserve)  
\$100,000 previously appropriated through FY2017 budget  
\$5,993.30 to be appropriated from the Sewer Service Fund fund balance

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30.

**BOARD / COMMISSION RECOMMENDATION:**

N/A.

**ATTACHMENTS:**

1. Explanation
2. Proposal
3. National Joint Powers Alliance (NJPA) Contract #081716-NAF
4. Resolution

Explanation:

The current 2001 International dump truck used by the City Public Works Wastewater Division is not in compliance with the latest 2017 diesel regulations. Furthermore, the truck has exceeded its useful life. Therefore, staff desires to purchase a new 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the National Joint Powers Alliance Contract #081716-NAF with National Auto Fleet Group to allow for the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body..

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the National Joint Powers Alliance Contract #081716-NAF with National Auto Fleet Group was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract #081716-NAF to award the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 annual budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund (\$75,000) and General Fund (\$25,000). While the City Council previously authorized an appropriation of \$100,000.00, the cost of the dump truck is \$105,993.30, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$5,993.30.



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/6/2017

Mr. Tony Gaut

Quote ID: 4219

City of National City  
2100 Hover Ave  
National City, CA 91950

Dear Mr. Tony Gaut,

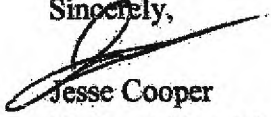
National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.  
**One (1) New/Unused (2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR with 5-7 Yard Dump Body) by Mrs. McRoberts with International each for:**

	One Unit (1)
Sub Total	\$ 97,465.10
Tax (8.75%)	\$ 8,528.20
Total	\$ 105,993.30

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 081716**.  
Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

  
Jesse Cooper

National Fleet Manager

[jcooper@Nationalautofleetgroup.com](mailto:jcooper@Nationalautofleetgroup.com)

Office (855) 289-6572

Fax (831) 480-8497



**INTERNATIONAL**

February 27, 2017

**Prepared For:**  
CITY OF NATIONAL CITY  
Tony GAUT  
2100 HOVER AVE  
NATIONAL CITY, CA 91950-6589  
(619)338 - 4365  
Reference ID: N/A

**Presented By:**  
DION INTERNATIONAL TRUCKS, LLC  
Theresa McRoberts  
5255 Federal Blvd.  
San Diego CA 92105 -  
(619)263-2251

*City of National City  
5-7 yd dump raised*

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2018 4300 SBA 4X2 (MA025)**

<b>APPLICATION:</b>	Light Aggregate
<b>MISSION:</b>	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 30.15% / 1.92% @ 35 MPH Calc. Geared Speed: 71.3 MPH
<b>DIMENSION:</b>	Wheelbase: 175.00; CA: 107.90; Axle to Frame: 63.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 220} EPA 2017, 220 HP @ 2400 RPM; 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed: 220 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Alison 3500_RDS_P} 5th Generation Controls; Wide Ratio 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.86
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GA Location 1: 9219 Winter White (Std) Chassis schematic N/A



## INTERNATIONAL®

Vehicle Specifications  
2018 4300 SBA 4X2 (MA025)

February 27, 2017

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 175.00 Wheelbase, 107.90 CA, and 63.00 Axle to Frame.	5474/2935	8409
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CEK	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL, Limited to 33,000 lb Maximum GVWR	62/206	268
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	0/0	0
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
2ASC	AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	41/0	41
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; with Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	69/0	69
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 <u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered	94/36	130
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers	150/0	150
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	9/21	30
4EBS	AIR DRYER (Bendix AD-9) with Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	23/4	27



## INTERNATIONAL\*

**Vehicle Specifications**  
**2018 4300 SBA 4X2 (MA025)**

February 27, 2017

<b>Code</b>	<b>Description</b>	<b>F/R Wt (lbs)</b>	<b>Tot Wt (lbs)</b>
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Spring Brake	0/0	0
4EXV	BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 Sq.in	0/0	0
4NDB	BRAKES, REAR, AIR-CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.in. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/211	211
	<b>Notes</b> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes; Front Air Cam; Wheels; Tires.		
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity	36/0	36
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	4/0	4
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6
4WNZ	DRAIN VALVE (3) with Pull Chains for Air Tanks	3/0	3
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0
570B	STEERING COLUMN Tilting	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0
5PSA	STEERING GEAR (Sheppard M100) Power	25/0	25
6DAC	DRIVESHAFT (Dana Spicer) 1710 Series in lieu of SPL90 Series	4/19	23
7BEV	AFTERTREATMENT COVER Steel, Black	0/0	0
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted, Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	0/0	0
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6 71SL/L9 Engine with Variable Vane Turbo Charger	0/0	0
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
7WDM	EXHAUST HEIGHT 10'	0/0	0
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<b>Includes</b> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics in Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Canceling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers, Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single-Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
871B	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GXD	ALTERNATOR (Leece-Neville AV1160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MKL	BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total	43/12	55

## INTERNATIONAL

Vehicle Specifications  
2018 4300 SBA 4X2 (MA025)

February 27, 2017

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8RMA	RADIO AM/FM/MB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	1/0	1
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON WMPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "OFF" Position	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XDU	BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	61/33	94
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
9HAD	GRILLE Chrome	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WAY	FRONT END Tinting, Fiberglass, With Three Piece Construction	0/0	0
10080	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GA"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-53/-12	-75
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EJH	ENGINE, DIESEL (Cummins B6.7 220) EPA 2017, 220 HP @ 2400 RPM, 800 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max)	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE (Cummins) B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12TSY	FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On Includes : FAN Nylon	0/0	0
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	35/-4	31
12VBR	AIR CLEANER With Service Protection Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

## INTERNATIONAL\*

Vehicle Specifications  
2018 4300 SBA 4X2 (MA026)

February 27, 2017

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12XZE	FEDERAL EMISSIONS (Cummins B6.7) EPA, OBD and GHG Certified for Calendar Year 2017	0/0	0
13AVG	TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	135/53	188
13WBL	TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAK	PTO LOCATION Right Side of Transmission	0/0	0
14ANV	AXLE, REAR, SINGLE (Meritor MS-21-14X-4DFR) Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86 <u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes; Rear Air Cam; Brake Shoes; Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance	0/57	57
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500-lb Auxiliary Rubber Spring <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes; Rear Air Cam; Brake Shoes; Rear; Special Rating, GAWR; Wheels; Tires.	0/66	66
14WAP	SHOCK ABSORBERS, REAR (2)	0/45	45
14WMG	AXLE, REAR, LUBE (Emgard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15LMS	FUEL/WATER SEPARATOR Cummins Supplied on Engine; with 12 Volt DC Heater, with Water-In-Fuel Sensor	5/3	8
15SXJ	FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab	14/-1	13
15WCN	DEF TANK 5 U.S. Gal. 18.9L Capacity, Frame Mounted Outside Left Rail, Under Cab	-6/19	13
16030	CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color	0/0	0



## INTERNATIONAL®

Vehicle Specifications  
2018 4300 SBA 4X2 (MA025)

February 27, 2017

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS. for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) With Black Bezel Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	2/0	2
16SMN	SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	15/8	23
16SNA	MIRRORS (2) (Lang Mekra) Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	-3/0	-3
16VHG	CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension	70/-8	64
16WCT	AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	65/6	71
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WKY	HVAC FRESH AIR FILTER	4/0	4
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
16WLM	HOURMETER, PTO for Customer Provided PTO; With Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch	2/0	2
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16WRX	CAB INTERIOR TRIM Deluxe <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	0/0	0
16WSE	LOW WASHER FLUID INDICATOR	1/0	1

## INTERNATIONAL\*

Vehicle Specifications  
2018 4300 SBA 4X2 (MA025)

February 27, 2017

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Total Wt</u> (lbs)
27DTH	WHEELS, FRONT (Maxion 10049) DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs	5/0	5
28DTH	WHEELS, REAR (Maxion 10049) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs	0/1023	1023
29580	WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings	0/0	0
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	0/0	0
29WLK	WHEEL BEARING, FRONT, LUBE (Emgard FE-75W-90) Synthetic Oil	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs; Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	0/0	0
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open; Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
7372135415	(4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	0/128	128
7382135415	(2) TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	66/0	66
<b>Services Section:</b>			
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P	0/0	0
<b>Total Component Weight:</b>		<b>6495/4876</b>	<b>11365</b>
flooring cost		0/0	0
<b>Total Goods Purchased:</b>		<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

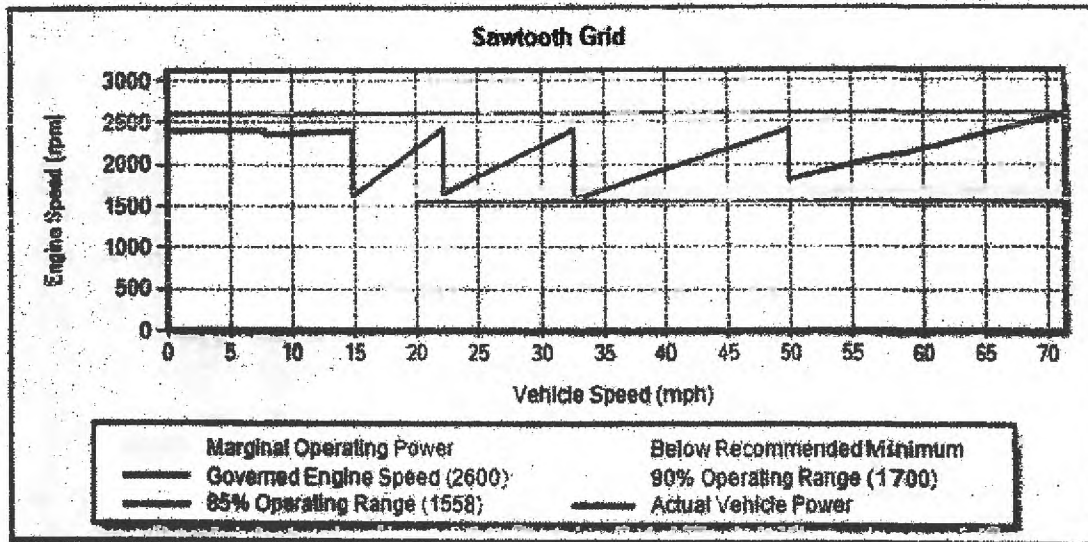
**INTERNATIONAL\***

**Weight Summary  
2018 4300 SBA 4X2 (MA026)**

**February 27, 2017**

**There is no weight study for this proposal.**

## ENGINE/TRANSMISSION MATCHING



## Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	86% Range (%)	90% Range (%)	
1C	4.59	0.0	2406	7.8	2417	N/A	67	53	
2C	2.28	7.8	2363	14.8	2405	N/A	67	53	
2L	2.28	14.8	1627	22.1	2432	N/A	67	53	
3L	1.53	22.1	1646	32.5	2417	N/A	67	53	
4L	1.00	32.5	1580	49.9	2425	N/A	67	53	
5L	0.75	49.9	1819	71.3	2600	N/A	67	53	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

## STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	5L	70.4	2569	*****	0.00	
HI GEAR SPEED @ RATED RPM	---	---	---	---	---	
55.0 MPH STEADY-STATE	5L	55.0	2008	*****	1.92	
TYPICAL OPERATING SPEED	5L	65.0	2371	*****	0.69	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " --- ", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## Recommendations / General Information

IDLE FUEL RATE : \*\*\*\*\* GALS/HR @ 700.0 RPM

TORQUE CONVERTER : TC-411 STALL RATIO: 2.71

## Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.85	52.05	173.37	

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.



## GRADEABILITY PERFORMANCE

## Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Mesg	Notes
1C	4.59	0.0	2409	0.00	44.55	@	STALL
		4.2	2363	133.78	38.18		70% EFF
		5.9	2375	152.28	30.15		80% EFF
		7.8	2417	157.93	23.05		
2C	2.28	7.8	2363	126.61	18.48		
2L	2.28	14.8	2405	159.02	11.59		
		14.8	1827	163.39	11.93		
3L	1.53	22.1	2432	186.18	8.78		
		22.1	1848	185.19	7.89		
4L	1.00	32.5	2417	186.28	5.47		
		32.5	1580	157.33	4.45	#	
		32.9	1600	159.28	4.44		
5L	0.75	49.9	2425	182.20	2.48		
		49.9	1819	178.98	2.35		
		62.4	2277	180.09	1.00		
		66.5	2425	176.01	0.50		
		70.4	2570	189.41	0.00		LEVEL ROAD
		71.3	2600	187.75	-0.11		RATED RPM

## STARTING / TOP GEAR PERFORMANCE

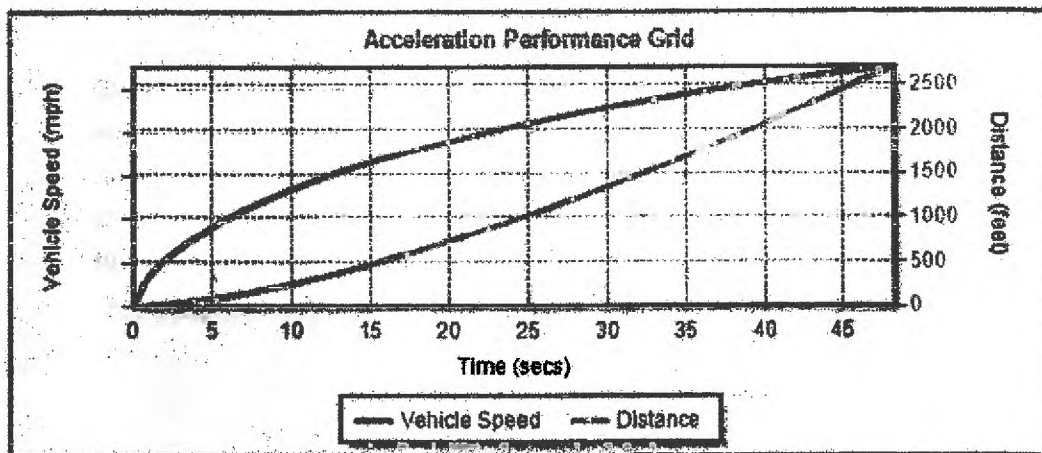
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Mesg	Notes
1C	4.59	0.0		0.00	44.55	@	STALL
		5.9		152.28	30.15		80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

## ACCELERATION PERFORMANCE RESULTS

## Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 48.21 (SECS)

## Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.13	0.1	1.0	
	0.27	0.4	2.0	
	0.42	0.9	3.0	
	0.56	1.7	4.0	
	0.71	2.7	5.0	
	0.89	4.1	6.0	
	1.08	5.9	7.0	
2C	1.26	7.8	7.8	
	1.54	11.2	8.8	
	1.83	15.2	9.8	
	2.14	19.9	10.8	
	2.47	25.4	11.8	
	2.82	31.7	12.8	
	3.20	39.1	13.8	
2L	3.61	47.5	14.8	
	3.82	47.8	14.8	
	4.04	57.2	15.8	
	4.48	67.2	16.8	
	4.88	78.1	17.8	
	5.33	90.0	18.8	
	5.80	103.4	19.8	
3L	6.31	118.4	20.8	
	6.84	135.2	21.8	
	7.02	140.9	22.1	
	7.65	161.7	23.1	
	8.28	183.5	24.1	
	8.91	206.3	25.1	
	9.55	230.3	26.1	
	10.21	256.1	27.1	
	10.90	284.1	28.1	
	11.62	314.6	29.1	
	12.39	347.7	30.1	

## INTERNATIONAL

Performance: ICARE Summary  
2018 4300 BBA 4X2 (MA025)

February 27, 2017

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
4L	13.18	333.6	31.1	
	14.03	422.5	32.1	
	14.34	437.6	32.5	
	15.41	488.1	33.5	
	16.48	542.6	34.5	
	17.56	595.1	35.5	
	18.65	655.7	36.5	
	19.76	716.3	37.5	
	20.88	777.0	38.5	
	21.99	841.3	39.5	
	23.14	909.1	40.5	
	24.34	981.3	41.5	
	25.60	1058.6	42.5	
	26.91	1141.6	43.5	
	28.30	1230.9	44.5	
	29.76	1326.8	45.5	
5L	31.28	1429.9	46.5	
	32.89	1540.7	47.5	
	34.59	1660.2	48.5	
	36.39	1789.6	49.5	
	37.09	1840.7	49.9	
	39.11	1999.6	50.9	
	41.16	2144.8	51.9	
	43.29	2307.7	52.9	
	45.51	2462.0	53.9	
	47.86	2699.4	54.9	
	49.21	2897.2	55.0	

## REQUIRED TCAPE INFORMATION

## TCAPE Factors For Vehicle

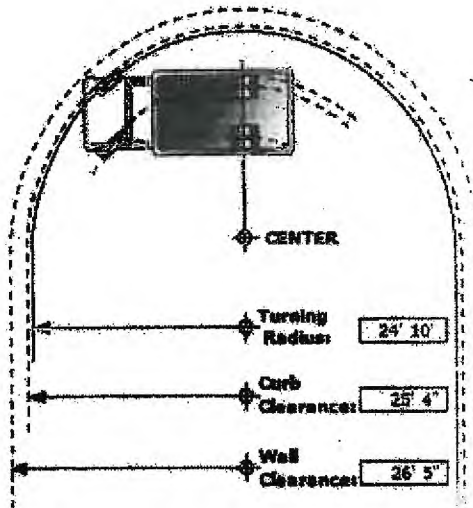
Selected Rear Axle Gear Ratio(s):	5.86
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	GENERAL ON-HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT <sup>2</sup> ):	96
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	144
Weight on Drive Axle (LBF):	21000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

## Components

0002ASC	AXLE, FRONT NON-DRIVING (Meritor MF6-12-122A) I-Beam Type, 12,000-lb Capacity
0004SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity
0005PSA	STEERING GEAR (Sheppard M100) Power
0005QXD	ALTERNATOR (Lescage-Neville AV160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
0012EJH	ENGINE, DIESEL (Cummins B6.7 220) EPA 2017, 220 HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max)
0012TSY	FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On
0013AVG	TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P1) 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
0014ANV	AXLE, REAR, SINGLE (Meritor MS-21-14X-4DFR) Single Reduction, 21,000-lb Capacity, R Wheel Ends
0018030	CAB Conventional
0018WCT	AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster
07372135415	TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position 11R22.5 Load Range G HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
07352135415	TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position 11R22.5 Load Range H HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series: 4000  
Model: MA025  
Description: 4300 SBA 4X2  
Model Year: 2018

**Calculation Factors**

Wheelbase: 175  
Front Axle: 0002ASC  
Description: AXLE, FRONT NON-DRIVING, (Meritor MFS-12-122A) I-Beam Type, 12 000-lb Capacity  
Front Wheel: 0027DTH  
Description: WHEELS, FRONT, (Maxion 10049) DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs  
Front Tire: 07382139415  
Description: TIRES, 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position  
Steering Gear: 0005PSA  
Description: STEERING GEAR, (Sheppard M100) Power

**Turning Radius Statistics****General Information**

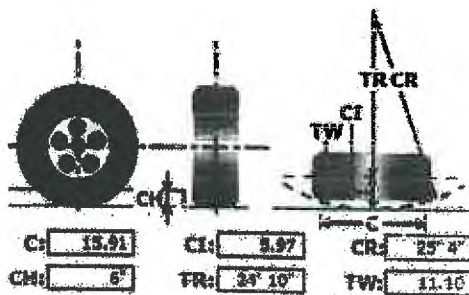
Inside Turn Angle: 50 Degrees  
Radial Overhang: 19

**Axle Information**

KingPin Inclination: 6.25 Degrees  
KingPin Center: 69

**Turning Radius - Curb View**

C - Curb Contact Length: 15.91  
CI - Curb Clearance Increment: 5.97  
CR - Curb Clearance Radius: 25' 4"  
CH - Curb Height: 6"  
TR - Turning Radius: 24' 10"  
TW - Tire Width: 11.10



\* All Measurements are in inches, unless otherwise specified.

**INTERNATIONAL\***

**Turning Radius Summary**  
**2015 4300 SBA 4X2 (MA025)**

**February 27, 2017**

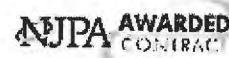
This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



Home > Cooperative Purchasing > Contracts - Fleet > Vehicles and Chassis > National Auto Fleet Group



## National Auto Fleet Group



**Contract#:** 081716-NAF

**Category:** Vehicles and Chassis

**Description:** Chassis

**Maturity Date:** 11/15/2020

As an industry leading dealer network with 50 years of experience selling and servicing public entities, the National Auto Fleet Group (NAFG) offers NJPA members contracted vehicle solutions from over 2200 different models of Class 6, 7 and 8 Chassis with related equipment. The NAFG contract offers a variety of manufacturers including Chevrolet, Ford, Crane Carrier, Freightliner, Peterbilt, Volvo, Kenworth and Mack all delivered directly to NJPA member locations. Purchasers have access to a unique online ordering and quoting system that allows users to create custom vehicles 24 hours a day with pricing that competes with state contracts across the country.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Jesse Cooper

Direct Phone: 951-440-0585

[jcooper@nationalautofleetgroup.com](mailto:jcooper@nationalautofleetgroup.com)

[www.nationalautofleetgroup.com](http://www.nationalautofleetgroup.com)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of Califor

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California General Services Administration Contract #GS-21F-0206W to award the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38; and 2) appropriate \$8,034.38 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4583

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

644-416-221-511-0000 (Equipment Replacement Reserve)  
\$46,000 previously appropriated through FY2017 mid-year budget  
\$8,034.38 to be appropriated from the General Fund fund balance

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38.

**BOARD / COMMISSION RECOMMENDATION:**

N/A.

**ATTACHMENTS:**

1. Explanation
2. Proposal
3. State of California General Services Administration Contract #GS-21F-0206W
4. Resolution



Explanation:

City Public Works staff currently have to rent a boom lift when the need arises to complete tasks including overhead sign repair and replacement, lighting fixture repair and replacement, and tree trimming (when the large aerial truck needs repairs). Previously, staff used a van with a smaller custom mounted lift. This vehicle exceeded its useful life and became costly to repair and maintain. The new boom lift is part of a portable trailer unit that extends up to 50 feet in height, providing a lot of flexibility for all of the Public Works Divisions. This unit will also allow Public Works Equipment Maintenance mechanics to safely access the top of fire engines and other heavy equipment to perform repairs.

Therefore, staff desires to purchase a new Genie TZ-50 Electric Boom Lift. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the State of California General Services Administration Contract #GS-21F-0206W with H&E Equipment Services to purchase one Genie TZ-50 Electric Boom Lift.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the State of California General Services Administration Contract #GS-21F-0206W with H&E Equipment Services was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the State of California General Services Administration Contract #GS-21F-0206W to award the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the General Fund. While the City Council previously authorized an appropriation of \$46,000.00 from the General Fund, the cost of the boom lift is \$54,034.38, resulting in the need for additional appropriation from the General Fund fund balance in the amount of \$8,034.38.

14470 Olde Hwy 80  
El Cajon CA, 92021

Date: 04/05/2017  
Quote Number: S-ER176  
Expiration Date: 05/05/2017

**Customer**

City of National City  
1243 National City Blvd  
National City CA, 91950

**Cust. Contact:****Sales Representative:** Edna Rodriguez**Cell:** (619) 322-3190

Model	Description	Price
2017 GENIE - T250/30	50 FT TRAILER MOUNTED BOOMLIFT Drive and Set Feature	\$47,250.00
<b>Total:</b>		<b>\$47,250.00</b>

**Notes**

Lead Time: 9 weeks  
Freight: \$2650  
Sales Tax 8.75%: \$4134.38

This quotation reflects present prices, but is subject to adjustment based on manufacturer's price increases and availability. Whether or not specifically set forth, this quotation is subject to any applicable federal, state, and local taxes and freight charges. This quotation is subject to any and all manufacturer's warranties respectively applicable to new equipment and is subject to the limitations and conditions of those warranties. No other warranties are implied or offered by H&E Equipment Services, Inc. unless specifically outlined on the face of this quotation. This quotation is subject to change without notice. This quotation is an invitation to offer and not binding until acceptance by H&E Equipment Services, Inc.'s Branch Manager. Unless otherwise stated, quotation expires on the Expiration Date listed on this quote and may be modified or withdrawn by H&E prior to acceptance.

For sale of rental fleet, Buyer is hereby notified that H&E has assigned its rights (but not its obligations) in this agreement to sell the equipment described herein to H&E Equipment Exchange LLC, a qualified intermediary, as part of a Section 1031 exchange.

Any quoted interest rates and payment are subject to availability and credit approval. Payment Amounts do not include applicable taxes or fees.

**H&E Branch Manager Acceptance:****Customer Acceptance of this proposal:**

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_





ALL MACHINES HAVE HYDRAULIC OUTRIGGERS

**2016 Genie TZ - 34/20 -**  
Prices Starting at \$25,950

34' Platform Height / 40' Work Height  
DC Electric Motor (Battery), Auto Self-Leveling Hydraulic  
Outriggers/Stabilizers - Prices starting at \$25,950  
Upgrade Option for Genie TZ34/20 - 90 Degree Manual  
Platform Rotation -

**2016 Genie TZ - 50 (DC) -**  
Prices Starting at \$40,950

50' Platform Height / 56' Work Height  
DC Electric Motor (Battery), Auto Self-Leveling Hydraulic  
Outriggers/Stabilizers - Prices Starting at \$40,500

**2016 Genie TZ - 50 (Bi-Energy)**  
Prices Starting at \$43,950

Honda Gas Engine and DC Electric Motor (Battery),  
Auto Self-Leveling Hydraulic Outriggers/Stabilizers - Prices  
Starting at \$43,950

**Upgrade Option for Genie TZ50**  
**Drive & Set (2WD Assist)**  
**90 Degree Manual Platform Rotation**



*Genie® trailer-mounted Z-booms feature an outstanding operating envelope, making them ideal to reach jobs high and low. With easy-to-tow mobility and simple pictograph controls, it's no wonder that Genie trailer-mounted Z-booms take productivity to new heights.*

- Operating envelope of a Z-boom — reaches up, over and out
- Easily towed behind a pickup or SUV
- Lightweight enough to use on lawns, slate or gymnasium floors
- Exclusive Genie Automatic Leveling System™ for self-leveling on slopes up to 11°
- Simple pictograph controls allow operators to get to work quickly
- Drive and Set™ option positions unit quickly and efficiently



# Trailer-Mounted Z-Booms

## TZ™-50

### Specifications

MODEL	TZ-50	
Measurements	US	Metric
Working height*	55 ft 6 in	16.92 m
Platform height	49 ft 6 in	15.09 m
Entry height	1 ft 8 in	.51 m
Horizontal reach	29 ft 2 in	8.89 m
Clear outreach	23 ft 1 in	7.04 m
Up and over clearance	22 ft	6.71 m
▲ Platform length	2 ft 2 8 in	.68 m
▲ Platform width	3 ft 8 in	1.12 m
▲ Height - stowed	6 ft 10 in	2.08 m
▲ Length - stowed	23 ft 8 in	7.16 m
▲ Width - stowed	5 ft 6 in	1.68 m
▲ Ground clearance - center	10 in	.25 m
▲ Length - outrigger footprint	14 ft 4 in	4.37 m
▲ Width - outrigger footprint	14 ft 4 in	4.37 m

### Productivity

Lift capacity (ANSI, CSA) - standard	500 lbs	227 kg
Lift capacity (ANSI, CSA) - rotating platform	500 lbs	227 kg
Lift capacity (CE/AUS) - standard	440 lbs	200 kg
Lift capacity (CE/AUS) - rotating platform	440 lbs	200 kg
Jib boom	4 ft 1 in	1.25 m
Jib working range	135°	
Self leveling platform	2.5° standard	
Platform rotation option	160° hydraulic	
AC power to platform	standard	
Turntable rotation	359° non-continuous	
Outrigger leveling capability	11°	
Drive speed	0.95 mph	1.37 km/h
Gradeability**	20%	
Towing speed rate	60 mph	97 km/h
Tongue weight - ANSI, CSA	400 lbs	181 kg
Tongue weight - CE	220 lbs	100 kg
Surge and parking brakes	standard	
Controls	variable speed system	
Tires - ANSI, CSA	ST 225/75 R15	
Tires - CE	215 R14C	
Coupler	combination hitch	

### Power

Power source - standard	24V DC (four 6V 225 Ah batteries)	
Power source - drive option	24V DC (four 6V 244 Ah batteries)	
Power source - option	Hybrid DC/Gas Honda 5.5 hp (4.1 kW)	
Fuel tank capacity	.95 gal	3.6 L
Hydraulic tank capacity	4.75 gal	18 L
Hydraulic system capacity	8.0 gal	30 L

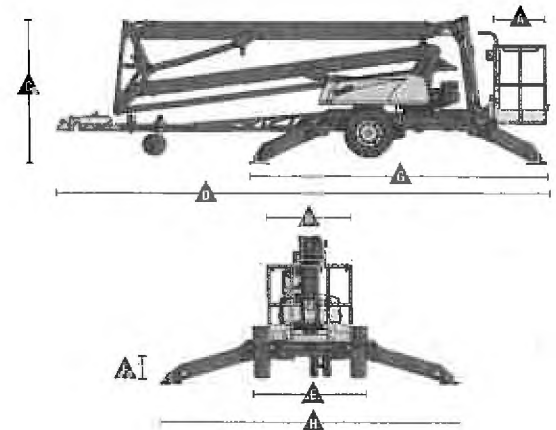
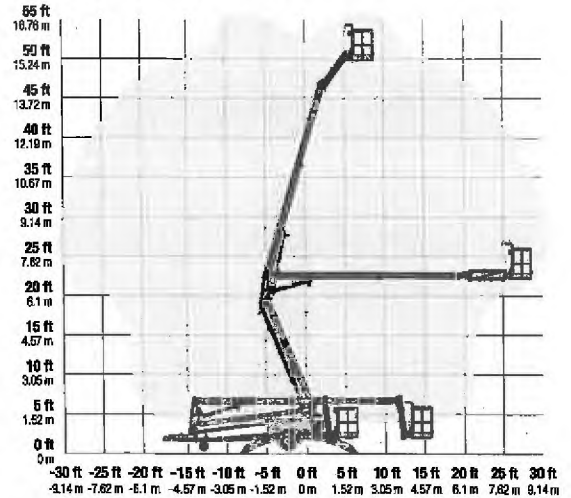
### Weight\*\*\*

ANSI, CSA, Australia	4,400 lbs	1,996 kg
CE	4,475 lbs	2,030 kg

Standards Compliance ANSI A92.2, CSA C225, EN 280, AS 1418.10

www.genielift.com

### Range Of Motion TZ-50



\* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.

\*\* Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.

\*\*\* Weight will vary depending on options and/or country standards.

# Trailer-Mounted Z-Booms

## TZ™-50

### Features

Standard Features	Configurations	Options & Accessories
<b>Measurements</b> <ul style="list-style-type: none"> <li>• 55 ft 6 in (17.09 m) working height</li> <li>• 29 ft 2 in (8.89 m) horizontal reach</li> <li>• Up to 500 lbs (227 kg) lift capacity</li> </ul> <b>Productivity</b> <ul style="list-style-type: none"> <li>• Industry leading working envelope</li> <li>• Extension boom</li> <li>• Self-leveling platform</li> <li>• 4 ft jib with 135° working range</li> <li>• AC wiring to platform</li> <li>• Hydraulic outriggers</li> <li>• Automatic 11° leveling system</li> <li>• Outrigger interlocks</li> <li>• Mechanical parking brake</li> <li>• Hydraulic surge brakes</li> <li>• Adjustable hitch with coupler lever lock</li> <li>• Dual jockey wheels</li> <li>• 359° non-continuous turntable rotation</li> <li>• Easy to access batteries</li> <li>• Hour meter</li> <li>• Tilt alarm / sensor</li> <li>• Illuminated outrigger indicators</li> <li>• Highway safety chains with snap hook</li> <li>• LED brake lights (ANSI, CSA)</li> </ul> <b>Power</b> <ul style="list-style-type: none"> <li>• 24V DC power source (four 6V 225 Ah batteries)</li> </ul>	<b>Platform Options</b> <ul style="list-style-type: none"> <li>• Aluminum 26.8 x 44 in (.68 x 1.12 m)</li> <li>• 160° hydraulic platform rotation</li> </ul> <b>Power Options</b> <ul style="list-style-type: none"> <li>• 24V DC power source</li> <li>• Hybrid Honda 5.5 Hp (4.1 Kw) 45 amp charging system</li> </ul> <b>Drive</b> <ul style="list-style-type: none"> <li>• Drive and set option (ANSI, CSA, AUS)</li> <li>• Drive only (CE)</li> </ul> <b>Coupler Options</b> <b>Adjustable hitch</b> <ul style="list-style-type: none"> <li>- 2 in (5.08 cm) ball coupler</li> <li>- 2 5/8 in (5.87 cm) ball coupler</li> <li>- 2 1/2 in (6.53 cm) I.D. pintle ring coupler</li> <li>- Clevis coupler</li> </ul> <b>Tire Options</b> <ul style="list-style-type: none"> <li>• ST 225/75 R15 tires (ANSI, CSA)</li> <li>• 215 R14C tires (CE)</li> </ul>	<b>Productivity</b> <ul style="list-style-type: none"> <li>• 160° hydraulic platform rotation</li> <li>• Drive and set option</li> <li>• Wheel chocks</li> <li>• Fluorescent tube caddy</li> <li>• Full size spare tire</li> <li>• Flashing beacon</li> <li>• Non-marking outrigger footpads</li> <li>• Battery charge indicator (BCI)</li> <li>• Tool tray</li> <li>• Horn</li> <li>• High capacity battery</li> <li>• Ladder option (CE and AUS only)</li> </ul> <b>Power</b> <ul style="list-style-type: none"> <li>• Hybrid Honda 5.5 Hp (4.1 Kw) 45 amp charging system option</li> </ul>



#### Genie United States

6464 185th Ave. NE  
Redmond, WA 98052  
Telephone +1 (425) 881-1800  
Toll Free in USA/Canada +1 (800)-536-1800  
Fax +1 (425) 883-3475

#### Distributed By:



Effective Date: January, 2016. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie and AWP are registered trademarks of Terex Corporation or its subsidiaries. © 2016 Terex Corporation.



**GSA Contract #** GS-21F-0206W

**FSC Group** 51V Hardware Superstore

**SIN'S:**

105-001 WALK IN/WALK OUT

105-002 CATALOG

515-002 RENTAL

**CCR Registered:** DUNS# 008200016

**CCR Registered:** CAGE CODE 1DZT8

**Contact:** Terry Stuckey

**Phone:** 281-821-4600

**Fax:** 281-821-4664

**Email:** [tstuckey@he-equipment.com](mailto:tstuckey@he-equipment.com)

**Website:** [www.he-equipment.com](http://www.he-equipment.com)

General Construction Equipment Rentals  
Aerial Equipment (AWP, Manlift)

Safety Training  
Compressors

Cranes  
Excavators

## 49 YEARS OF EXPERIENCE IN THE EQUIPMENT INDUSTRY!

Established in 1961, H&E Equipment Services is currently ranked 9 on RER's top 100 equipment rental companies. We are a leading supplier of new, used and rental construction equipment, aerial lifts, cranes, earthmoving, compaction, paving, concrete, material handling, mining and more. H&E is the authorized dealer for many top brands including Bobcat, Link Belt (LBX), Hitachi, Doosan, Dynapac, JLG, Skytrak, Komatsu, Manitowoc, Grove, National Crane, Genie, Gehl, Wacker Neuson, Takeuchi, Atlas Copco and others. We specialize in rentals and new earthmoving equipment and used heavy equipment sales and offer broad maintenance repair programs with wide-ranging parts selections, mobile service, scheduled maintenance, fleet management, remanufacturing for cranes and more!



### Your Authorized Dealer:\*

Allmand  
Atlas Copco  
Barko  
Bee Access  
Bobcat  
Carelift  
Cushman  
Diamond Z  
Doosan  
Dynapac  
Esco  
Factory Cat

Gehl  
Gelth  
Genie  
Gomaco  
Gradall  
Grove  
Hensley  
JLG  
Kent  
Komatsu  
LBX  
Lube-A-Boom

Manitex  
Manitowoc  
Marine Travelift  
Moxy  
Multiquip  
National Crane  
New Holland  
Nor/Am  
Okada  
Power Climber  
Sandvik  
Sky Jack

Sky Track  
Stanley  
Sullair  
Tadano  
Takeuchi  
Talbert  
Taylor  
Taylor-Dunn  
TelSmith  
Terex/Reedhill  
Towmaster  
Trail King

Tymco  
Wacker  
Waldon  
Werk-Brau Co., Inc.  
Woods  
Yanmar  
Young  
**And More!**

## H&E ADVANTAGE RENTAL

- Single point access for national support
- Local support also available
- Newest fleet in the business
- All machines maintained by factory trained technicians
- 24/7 contract support
- Online access to your account
- Operator safety training

## H&E ADVANTAGE SALES

- Authorized factory dealer
- Factory-trained technicians
- Warranty integrity protected
- OEM parts and service
- 24/7 service availability

## H&E ADVANTAGE SERVICE

- Factory-trained service professionals
- Mobile service fleet
- State-of-the-Art service facilities
- In-shop service & repair

### **WE GUARANTEE IT!**

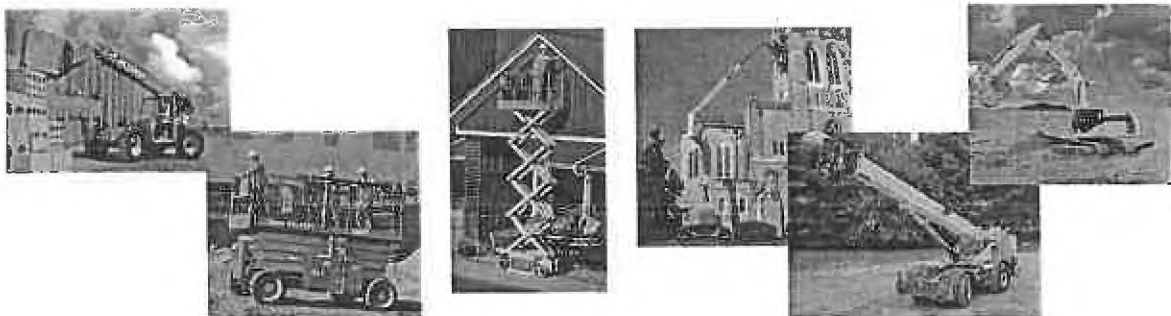
#### *H&E Advantage Service Guarantee*

We stand behind our service with a Response Guarantee. If you notify us that your machine is down, and we don't arrive when promised, then your first hour of labor is FREE. If a problem should surface after your repair, we will make it right with our exclusive 90-Day Workmanship and 180-Day Parts Guarantee. On certain machines, we also offer FREE Loaner Service while your unit is in our shop for major repairs.\*

## H&E ADVANTAGE PARTS

H&E Equipment Services is your convenient source for equipment parts! We have parts for nearly every make or model of machinery: forklifts, cranes, boom trucks, earthmoving equipment, aerial equipment, various construction equipment, and more. With thousands of parts on our shelves, available today, and direct links to nationwide parts networks and manufacturers, chances are we can supply the part you need without delay. In the rare case the part you need is not on the shelf, we can get it for you quickly.

- Large In-Stock Parts Inventories - \$15 million corp.-wide
- All Makes of Lift Trucks, Cranes, Earthmoving, Paving, Compaction, Material Handling, Construction, Aerial Equipment, Boom Trucks, and more!
- Nationwide Computer Access to OEM Parts Depots
- Will Call
- Local Delivery
- Shipping Services
- Accuracy Assurance







## **AERIAL WORK PLATFORMS (AWP)**

- Electric Scissor Lifts
- Diesel Scissor Lifts
- LP Scissor Lifts
- Electric Boom Lifts
- Diesel Boom Lifts
- Articulating Boom Lifts
- Rough Terrain Models Available in Scissor and Boom



## **EXCAVATORS**

- Augers & Post Hole Diggers
- Backhoe Loaders
- Bulldozers
- Compact Excavators
- Track Excavators
- Ditchers & Trenchers
- Skid Steers



## **LIGHTING & POWER GENERATION**

- 4,000 Watt Light Towers
- Glare Free Lighting
- 5KVA - 2,000 KILOWATTS



## **MATERIAL HANDLING**

- Cranes 8 - 1,000 Ton Capacity
- All Terrain Telescoping Boom Forklifts

For your convenience you can place your order with Terry Stuckey at 281-821-4600, [tstuckey@he-equipment.com](mailto:tstuckey@he-equipment.com). For order accuracy please include manufacturer, model number, part number, if available, and, any preferred attachments or options.

### **HARDWARE SUPERSTORE SCHEDULE 51V**

FSC Group: 51V

Contract Period: 8-15-2010 through 8-14-2015

Contractor: H&E Equipment Services, Inc.  
11100 Mead Rd. Ste. 200  
Baton Rouge, LA 7083  
Fax: 281-821-4664  
Toll Free: 888-200-0943  
Direct: 225-298-5200

### **ORDERING INFORMATION**

SIN's: 105 001 Walk-in/Walk-out  
105 002 Catalog  
515 002 Short Term Rental

Maximum Order: 105 001 - \$750,000.00  
105 002 - \$750,000.00  
515 002 - \$100,000.00

Minimum Order: Any SIN \$100.00

Delivery: FOB Origin CONUS

Point of Production: United States

Purchase Card: Government Purchase Card, Visa, and Mastercard

Delivery: 105 001, 105 002 - 24 Hours - 7 Days ARO  
515 002 - 1-30 Days ARO Freight & Fuel Charges Apply

Emergency Delivery: All SIN's - 1 Day

Ordering Address: 18144 Imperial Valley Dr.  
Houston, TX 77060

Order/Emergency  
Contact Information: Terry Stuckey  
Office: 281-821-4600  
Mobile: 713-202-2728  
Fax: 281-821-4664



## PAYMENT INFORMATION

Payment Address: H&E Equipment Services  
P.O. Box 849850  
Dallas, TX 75284

Warranty: Standard Manufacturer's Warranty (Additional Information Available Upon Request)

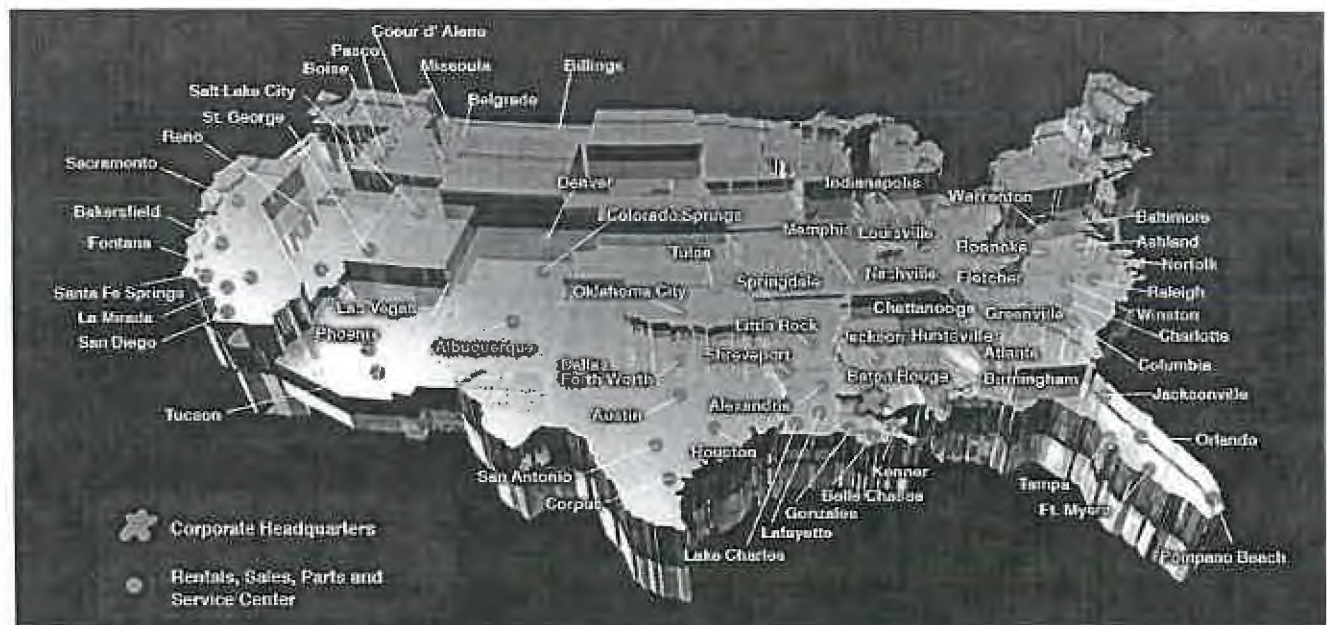
DUNS Number: 00800016

Cage Code: 1DZT8

Federal ID/TAX ID: 810553291

For a complete listing of the H&E GSA Catalog please visit our website at [www.he-equipment.com/gsa](http://www.he-equipment.com/gsa).  
To find a location near you, click the locations tab to view complete location and contact information.

## H&E EQUIPMENT SERVICES LOCATIONS



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint P

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance Contract 052015-MTQ to award the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19; and 2) appropriate \$966.19 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4583

**APPROVED BY:**



**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

644-416-222-511-0000 (Equipment Replacement Reserve) |  
\$30,000 previously appropriated through FY2017 mid-year budget  
\$966.19 to be appropriated from the Sewer Service Fund fund balance

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Proposals/Quotes
3. National Joint Powers Alliance Contract 052015-MTQ
4. Resolution



Explanation:

City Public Works Wastewater Division is no longer able to use its trash pump, since the equipment is not in compliance with the latest 2017 air quality requirements. Therefore, staff desires to purchase a new MQ600H Trash Pump. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback on the National Joint Powers Alliance Contract 052015-MTQ with Multiquip Inc., to allow for the purchase of one MQ600H Trash Pump.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the National Joint Powers Alliance Contract 052015-MTQ with Multiquip Inc. was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract 052015-MTQ to award the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund. While the City Council previously authorized an appropriation of \$30,000.00 from the Sewer Service Fund, the cost of the trash pump is \$30,966.19, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$966.19.



MULTIQUIP INC.  
18910 WILMINGTON AVENUE, CARSON, CA 90746  
POST OFFICE BOX 6254, CARSON, CA 90749  
(310) 537-3700, 800/421-1244, FAX: (310) 537-3927

# Quotation

Page 1 of 1

<b>Sold-to</b>	( 419661 )
National Joint Powers Alliance	
Multiquip Contract # 052015-MTQ	
PO Box 219	
Staples MN 56479	

<b>Ship-to</b>	( )
City of National City	
Engineering/Public Works Department	
1243 National City Boulevard	
National City CA 91950	

<b>Document Information</b>	
Quotation # 20548032 QT	Date 11/30/2016
P.O. # WebQuote	Date
Estimated Ship 04/26/2017	
Requested Ship 11/30/2016	
Carrier No 406369 MULTIQUIP LTL C/O EC	
Entered by MQAPPS	
Ordered by Jparker	
Order Reason P22 ORDR-NJPA	
Currency USD	
Delivery PPS Prepay/Chrg SPL Frt (Units)	
Payment Terms Net 30	
Within 30 days without deduction	
=====	
Availability is subject to stock on hand at the time purchase order is received.	
Quote is valid for 30 days from issue date.	

Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
0010	MQ600HTP Pump, Trash, 6", HATZ, 1600 GPM, TLRP	A101	1	1.000	39,995.00	27,996.50	27,996.50
	Items total						27,996.50
	Freight (Units)						450.00
	Taxable amount						27,996.48
	State/GST Tax						1,749.78
	Local/PST Tax						349.96
	Local Tax						419.95
	Total amount						30,966.19
	~ Freight cost added to National City.						



The **MQ600H Series** 6" wet priming de-watering trash pump provides the proven performance you have come to expect from Multiquip. The pump is now outfitted with a compact, powerful, and efficient HATZ 4H50 4-cylinder, turbo charged, water cooled diesel Tier IV (Final) engine. At 2,000 RPM - the pump is designed to provide 1,600 GPM Flow and 150' of Head.

**ISO 9001:2008 Certified - 518524**

## The MQ600H Series



**Model MQ600HTB shown**

### PERFORMANCE

- 6" Suction/Discharge
- 1,600 GPM / 150' HEAD
- 64.9 psi
- Passes up to 3" solids

### PUMP CASING

Abrasion and pressure resistant grey cast iron Number 30 (30,000 psi tensile strength)

### SUCTION/DISCHARGE PORT

Cast iron, female 6" NPT thread w/ multi-directional 90° orientation

### VOLUTE

Easily removable cast iron with dual passage design to ensure fast priming, minimal clogging, and enhanced flow efficiency

### IMPELLER

Multi-vane open type that is dynamically and statically balanced capable of passing 3" spherical solids. Made of cast (#45) ductile iron to ensure a high level of abrasion resistance

### MECHANICAL SEAL

Self-aligning, made of tough silicon carbon for long service life. Oil-lubricated with stainless steel components, easy service port w/ sight gauge

### PUMP MOUNTING

Models are available on rugged skid or DOT certified trailers with 40 gallon fuel tanks. A lifting ball is standard

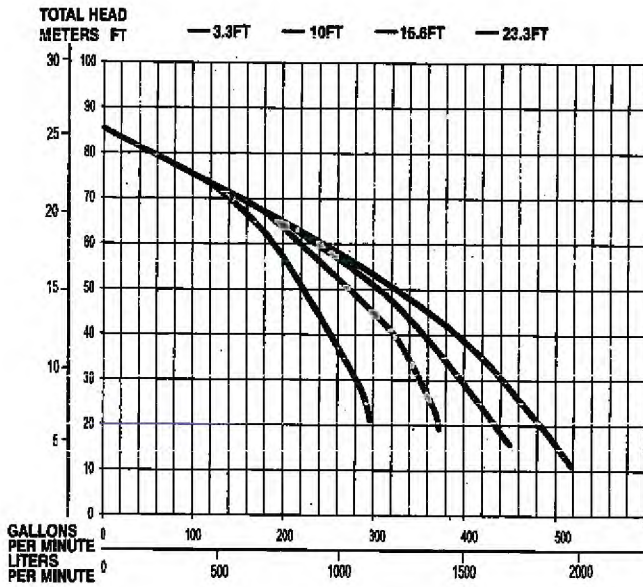


**HATZ 4H50 engine supported by the LOFA™ 620 Control Box**

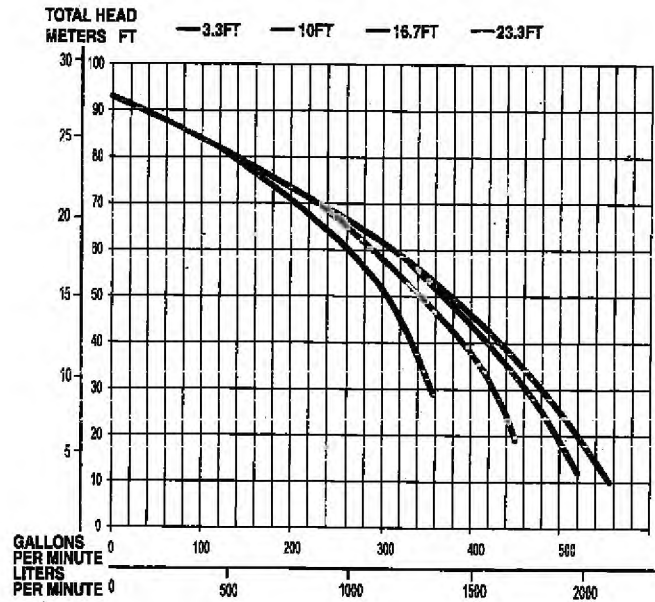
- HATZ model 4H50TIC 4-cylinder, turbocharged, liquid cooled, 74 horsepower diesel engine.
- Tier IV FINAL engine utilizes a simple Diesel Oxidation Catalyst (DOC) to control engine emissions.
- Supported by a BOSCH™ common rail fuel injection system, high pressure fuel pump and triple fuel filtration system.
- Fuel consumption of 1.76 GPM at 2,000 RPM.
- Operating Sound 89 dBA at 23'.
- Engine maintenance interval of 500 Hours.
- HATZ Engine Warranty - 5-Year / 3,000 HRS (whichever occurs first).



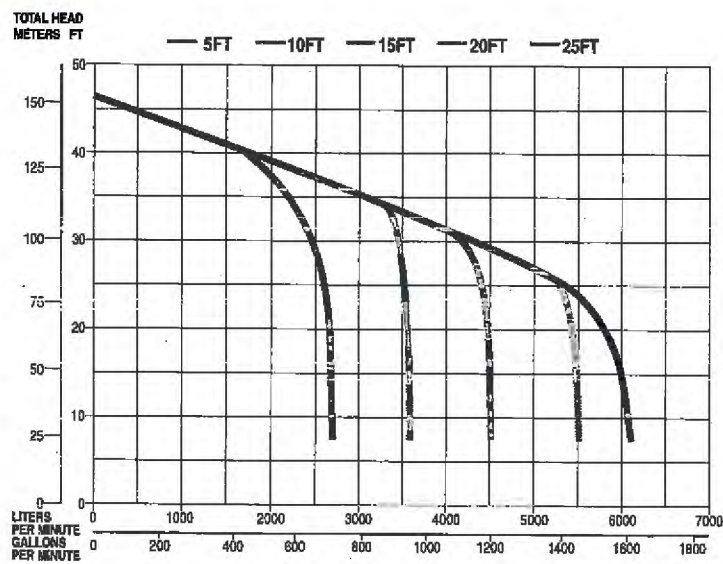
## QP4TZ



## QP4TH



## MQ600H



PERFORMANCE CURVES - 4" - 6" MODELS



Model	Section X Discharge in (mm)	MAX Capacity GPM (lpm)	MAX Lift ft. (m)	MAX Head ft. (m)	MAX Pressure psi (kPa)	MAX Solids in (mm)	Engine	HP (kW)	Operat- ing RPM	Oil Alarm	Fuel Capac- ity	Fuel Rate gal/ hr	Start meth- od	Wheel Kit (option)	Dimensions inch/(mm)	Dry Wt (lbs.) (kg)
<b>GASOLINE POWERED TRASH PUMPS</b>																
QP2TH	2X2 (51X51)	211 (760)	25 (7.6)	98 (29)	42.4 (283)	1 (25)	HONDA GX180	4.8 (3.4)	3,800	std.	0.83 (3.1)	.46	Recoil	UWKB	27 x 18.3 x 20.3 (690 x 470 x 520)	98 (44)
QP3TH	3 x 3 (76 x 76)	398 (1,500)	25 (7.6)	95 (29)	41.1 (283)	1.5 (38)	HONDA GX240	7.9 (5.9)	3,800	std.	1.4 (5.3)	.67	Recoil	UWKB	29 x 21.7 x 23 (730 x 550 x 590)	163 (74)
QP3TI	3 x 3 (76 x 76)	398 (1,500)	25 (7.6)	95 (29)	41.1 (283)	1.5 (38)	HONDA GX240	7.9 (5.9)	3,800	std.	1.4 (5.3)	.67	Electric	Std. Kit	40 x 27 x 30 (1016 x 686 x 762)	200 (91)
QP4TH	4 x 4 (101 x 101)	555 (2,100)	25 (7.6)	90 (27)	40 (276)	2 (51)	HONDA GX340	10.7 (8.0)	3,800	std.	1.8 (5.3)	.92	Recoil	UWK4	29 x 25 x 28 (730 x 640 x 715)	218 (98)
<b>DIESEL POWERED TRASH PUMPS</b>																
QP2TZ	2 x 2 (51 x 51)	198 (750)	25 (7.6)	85 (26)	41.1 (283)	1 (25)	HATZ 1B20	4.8 (3.4)	3,600	n/a	0.8 (3)	.33	Recoil	UWKB	26.5 x 18.3 x 23.2 (680 x 470 x 590)	131 (60)
QP3TZ	3 x 3 (76 x 76)	383 (1,450)	25 (7.6)	85 (26)	38.9 (268)	1.5 (38)	HATZ 1B30	6.8 (5.1)	3,600	n/a	1.3 (5)	.48	Recoil	UWKB	27.8 x 20 x 25 (710 x 510 x 640)	142 (64)
QP4TZ	4 x 4 (100 x 100)	528 (2,000)	25 (7.6)	85 (26)	36.8 (253)	2 (51)	HATZ 1B40	9.9 (7.4)	3,600	n/a	1.3 (5)	.7	Elec./ Recoil	UWK4	28.2 x 25 x 28.2 (715 x 640 x 715)	265 (120)
QP4TZT10P	4 x 4 (100 x 100)	528 (2,000)	25 (7.6)	85 (26)	36.8 (253)	2 (51)	HATZ 1B40	9.9 (7.4)	3,600	n/a	1.3 (5)	.7	Elec./ Recoil	Trailer mount	56 x 36 x 56 (1,420 x 910 x 1,420)	615 (277)
QP4TZT16P	4 x 4 (100 x 100)	528 (2,000)	25 (7.6)	85 (26)	36.8 (253)	2 (51)	HATZ 1B40	9.9 (7.4)	3,600	n/a	1.8 (60)	.7	Elec./ Recoil	Trailer mount	109 x 56 x 60 (2,769 x 1,422 x 1,522)	865 (392)
QP4TZT16PF	4 x 4 (100 x 100)	528 (2,000)	25 (7.6)	85 (26)	36.8 (253)	2 (51)	HATZ 1B40	9.9 (7.4)	3,600	n/a	28 (106)	.7	Elec./ Recoil	Trailer mount	109 x 56 x 60 (2,769 x 1,422 x 1,522)	735 (334)
MQ600H	6 x 6 (152 x 152)	1,800 (6,955)	25 (7.6)	150 (46)	64.9 (447)	3 (76)	HATZ 4H50TIC	68.4 (51.1)	2,000	std.	40 (151)	1.76	Electric	Skid	80 x 38 x 49 (2,032 x 965 x 1,245)	2,200 (990)
MQ600HTB	6 x 6 (152 x 152)	1,800 (6,955)	25 (7.6)	150 (46)	64.9 (447)	3 (76)	HATZ 4H50TIC	68.4 (51.1)	2,000	std.	40 (151)	1.76	Electric	Trailer - 2" Ball	124 x 64 x 87 (3,150 x 1,630 x 1,700)	2,850 (1,283)
MQ600HTP	6 x 6 (152 x 152)	1,800 (6,955)	25 (7.6)	150 (46)	64.9 (447)	3 (76)	HATZ 4H50TIC	68.4 (51.1)	2,000	std.	40 (151)	1.76	Electric	Trailer - 3" Pintle	124 x 64 x 87 (3,150 x 1,630 x 1,700)	2,850 (1,283)

**Note:** Battery included with the MQ600H Series. Batteries not included with the QP3TI and QP4TZ Series.

## ACCESSORIES

	MODEL	DESCRIPTION
Suction Hoses	HS and HSQ series	2", 3", 4" and 6" diameter rigid PVC helix reinforced hose - NPT Thread and Cam/Groove Coupler
Discharge Hoses	HD and HDQ Series	2", 3", 4" and 6" diameter lay-flat synthetic PVC reinforced hose - NPT Thread and Cam/Groove Coupler
Wheel Kits	UWK Series	Wheel kits for pipe-frame pumps. 8" foam-filled tires, retractable handle, and necessary hardware for easy installation
Q/D Couplers	A200A, A300A, A400A & A600A	2", 3", 4" and 6" high quality Cam/Groove aluminium fittings that thread onto male NPT pump ports for quick-disconnect hose operations
Vacuum Testing Kit	7100031	Pump vacuum test gauge that easily affixes to 2", 3", 4" and 6" port to check pump casing pressure integrity

\* Engine power ratings are calculated by the individual engine manufacturer and the rating method may vary among engine manufacturers. Multiquip Inc. and its subsidiary companies makes no claim, representation or warranty as to the power rating of the engine on this equipment and disclaims any responsibility or liability of any kind whatsoever with respect to the accuracy of the engine power rating. Users are advised to consult the engine manufacturer's owners manual and its website for specific information regarding the engine power rating.

Your Multiquip dealer is:

Connect with us on



Home > Cooperative Purchasing > Contracts - Fleet > Construction & Agricultural Equipment > Multiquip



## Multiquip



**Contract#:** 052015-MTQ

**Category:** Construction & Agricultural Equipment

**Description:** Portable Generators, Light Towers, Light to Medium Construction Equipment

**Maturity Date:** 07/21/2019

Known for quality products and excellent customer service, Multiquip sells portable generators and light to medium construction equipment including compaction equipment; dewatering pumps; work-site lighting; concrete & masonry mixing, pumping, and finishing equipment; and blades, bits, and cutting equipment. Multiquip manufactures MQ Power, Whiteman, Sanders, Mayco, and Essick products. Multiquip also distributes renowned brands including Mikasa, Rammax and GloBug.

Multiquip's portable generator line ranges from 2.3 kW to 2,000 kW. Known for reliability, efficiency and ultra-quiet performance, these generators have set the industry standard in an array of applications.

The company also offers portable light towers and diffused lighting solutions.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Dora Marsh

Direct Phone: 310-400-1305

[sales.gov@multiquip.com](mailto:sales.gov@multiquip.com)

[www.multiquip.com](http://www.multiquip.com)

Larry Savitz

Direct Phone: 310-400-1682

[lsavitz@multiquip.com](mailto:lsavitz@multiquip.com)

[www.multiquip.com](http://www.multiquip.com)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of Califor



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California Department of General Services Contract #4-17-23-0019B to award the purchase of a SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$49,563.55; and 2) appropriate \$7,563.55 in the Equipment Replacement Reserve from the Trash Rate Stabilization Fund fund balance to apply towards the purchase.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4583

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

644-416-221-511-0000 (Equipment Replacement Reserve) |  
\$42,000 previously appropriated through FY2017 mid-year budget  
\$7,563.55 to be appropriated from the Trash Rate Stabilization Fund fund balance

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of one SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$49,563.55.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Proposal
3. State of California Department of General Services Contract #4-17-23-0019B
4. Resolution

Explanation:

City Public Works currently operates a tennant parking lot sweeper to clean and sweep city parking lots. The existing sweeper has exceeded its useful life and requires extensive maintenance and repair. The new SW8000 Rider Sweeper will allow Public Works to provide sweeping services for city parking lots and bike paths to meeting storm water compliance regulations.

After seeing demonstrations and working features of competitive street sweepers, staff desires to purchase the SW8000 Rider Sweeper. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the State of California Department of General Services Contract #4-17-23-0019B with Nilfisk Inc. to allow for the purchase of one SW8000 Rider Sweeper.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the State of California Department of General Services Contract #4-17-23-0019B with Nilfisk Inc. was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the State of California Department of General Services Contract #4-17-23-0019B to award the purchase of a SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$49,563.55, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the Trash Rate Stabilization Fund. While the City Council previously authorized an appropriation of \$42,000.00 from the Trash Rate Stabilization Fund, the cost of the sweeper is \$49,563.55, resulting in the need for additional appropriation from the Trash Rate Stabilization Fund fund balance in the amount of \$7,563.55.



Tony Gaut  
National City  
1726 Wilson Avenue  
National City, CA 91950  
Engineering and Public Works Department  
tgaut@nationalcityca.gov  
619 336 4397-cell 619 336 4589-office

Julie M Mercer  
Nilfisk, Inc  
9435 Winnetka Ave North  
Brooklyn Park, MN 55445  
Phone 214-336-4118  
Fax 972-991-3527  
Email julie.mercer@nilfisk.com

March 14, 2017

**ADVANCE  
SW8000 RIDER SWEEPER  
PROPOSAL/ORDER**



**Standard Equipment Includes**

- \* 65" Sweep Path, Single Side Broom - Standard version
- \* 77" Sweep Path, Dual Side Brooms or TrioSweep version
- \* MaxAccess™ for Easy Access to Engine
- \* Clear-View™ Hopper gives operator view of critical areas
- \* Liberator™ Variable Frequency Filter Shaker
- \* Interlocking Covers for Safety and Security
- \* Ultra-Web® Nanofiber Technology Dust Filter, 94 sq ft
- \* Touch Pad Controls
- \* Structural Roto Mold Hopper with 5 mph Bumper
- \* Heavy Duty Dual Element Engine Air Filter
- \* Dust Contained in Hopper by a Single Seal
- \* Brooms off in Neutral
- \* One Touch Sweeping
- \* 60" High Dump Hopper
- \* 14 cu. ft. Hopper
- \* 50" Main Broom
- \* Fully Adjustable Seat
- \* 21" 10 ply Front Tires
- \* 18" 8 ply Rear Tire
- \* 26" Poly Side Brooms
- \* Rear Wheel Power Steering
- \* Headlights

**Engines**

- \* Liquid Cooled 4 Cyl, 57 HP Kubota Gas/LPG (Propane), EPA Tier II and CARB Tier III certified
- \* Kubota 35.1 hp Diesel Engine

**Warranty**

- \* 180 days Labor/180 days Travel (limited to 3 hrs roundtrip)
- \* 4 Years/2,800 hours Parts
- \* 8 Years on Rotomold Components

PART #	DESCRIPTION	PRICE EACH	QTY	EXTENDED PRICE
56 107 506	SW8000 Gas TrioSweep with DustGuard and Deluxe Cab (79" clearance)	\$39,544.55	1	\$ 39,544.55
56 507 030	Litter Vac 4" diameter 12' suction hose	\$871.45	1	\$ 871.45
56 507 029	Hopper Temperature Sensor	\$55.90	1	\$ 55.90
56 507 036	Plugged Dust Filter Indicator	\$82.21	1	\$ 82.21
<b>56 508 873</b>	<b>Solid Tires, set of 3 (in lieu of std)</b>	<b>\$1,322.87</b>	<b>1</b>	<b>\$ 1,322.87</b>
56 507 023	Backup Audio Alarm	\$155.85	1	\$ 155.85
56 507 024	Tail, Brake and Turn Signal Lights	\$830.12	1	\$ 830.12
56 507 040	Suspension Seat with Arm Rest and Seat Belt (in lieu of standard)	\$269.25	1	\$ 269.25
56 107 668	Operator Presence Safety Seat Switch	\$134.18	1	\$ 134.18
56 419 123	Spare Key - Gas and LP Models	\$7.67	1	\$ 7.67
56 507 021	Heater / Pressurizer / AC for Cab Models (factory installed only)	\$5,097.14	1	\$ 5,097.14

56 508 825	Amber Strobe when Cab is ordered (must order Cab version) 84" clearance	\$360.25	1	\$	360.25
56 508 663	Side View Mirrors for OHG or Cab (must order OHG or Cab)	\$391.26	1	\$	391.26
56 508 813	Fire Extinguisher for Cab models (must order Cab)	\$142.11	1	\$	142.11
56 107 674	Gauge Package for Gas Models (must order Gas models)	\$298.74	1	\$	298.74
				<b>Tax</b>	\$ -
				<b>Freight FOB Destination- No Charge</b>	
				<b>Machine Total</b>	<b>\$ 49,563.55</b>

**Special Instructions:**

Nilfisk, Inc CMAS Contract #4-17-23-0019B.  
Includes all manuals and training

**Terms and Conditions**

Prices subject to change without notice.

Terms: 1% 20 net 30 days

Freight: FOB destination shipping

All terms and conditions are subject to change and credit review.

8.75% tax

**Order Placement Information: To place your order, fill in PO# and customer signatures, call or fax to the numbers listed below.**

**Customer Number**

**Bill to Information**

Company  
Address

Name  
Phone

**Ship to Information**

Company  
Address

Name  
Phone

**Shipping Instructions**

**Customer Purchase Order No.**

(please attach copy)

Authorized Buyer (please print)

Phone Number

Authorized Buyer Signature

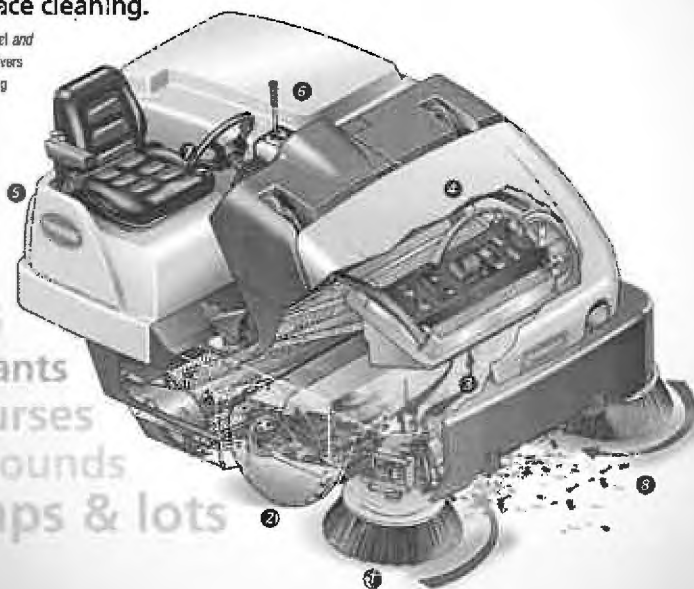
Sales Representative Signature



## The SW8000™: A Higher Standard for Sweepers

**Complete surface-to-surface cleaning.**

no matter where you clean, controlling dust is both critical and difficult. That's why the Advance S4800H\* sweeper delivers the industry's highest dust-controlled productivity—giving you a complete clean on a wide variety of surfaces.



**Foundries**  
Manufacturing plants  
Stadium concourses  
University grounds  
Parking ramps & lots

1. Customers' demands are almost always changing and, in some, driving a new manufacturing paradigm.
2. Product lifecycles decreased from longer timeframes (1 to 2 years) and have become shorter.
3. High customer expectations of supply chain service have led to a high probability of customer dissatisfaction if a customer's requirements are not met.
4. Supply chains often have a lot of uncertainty. Supply chain uncertainty has been cited as the most significant risk to business success (McKinsey, 1999; Womack, 1999).
5. Over 70% of supply chain risk is internal, caused by a company's own internal processes.
6. One considerable area of supply chain management, and one critical element to supply chain risk, is the supply chain network.
7. The supply chain network is highly dynamic and subject to change, and is a critical element to supply chain risk.
8. Supply chain and the supply chain network is an integral element to supply chain risk.

**More effective cleaning.**

The industry's most advanced dust control technology

12. The above information was obtained from a confidential source who has provided reliable information in the past.



The industry's only available variable speed side trimmer



**Ultra-Web™ Filter & Liberator™  
Vibration System**

The Liberator™ shakes the Ultra-Web™ nanofiber filter at multiple frequencies to remove dust—restoring airflow and delivering near-HEPA filtration.



**Litter Vac**

Optional Drier Vac hose enhances cleaning productivity in hard-to-reach areas.



## Simpler cleaning.

### Single Lever Operation



Simple lever controls, including the controls for the dust control system, make it easy to operate the SW8000. The controls are located in the operator's footwell area.



MaxAccess™ operation allows the operator to lift the dust control system out of the way for easy access to the engine and other components.

## Safer cleaning.

### Clear-View™ Design



The Clear-View™ design provides the operator with a clear view of the road ahead, making it easier to see and avoid obstacles.

### Seat-Activated Safety Bar



The seat-activated safety bar is a safety feature that automatically lowers the safety bar when the operator is seated.

### Automated Safety

All safety systems are designed to engage when the operator is seated, and disengage when the operator is standing. This ensures that the operator is always protected.

## Under the hood.

Model	SW8000 4.0L
Brooming System	
Cleaning path - Single side broom	62 in (158 cm)
Cleaning path - Dual side brooms	77 in (196 cm)
Main broom length	50 in (127 cm)
Side broom diameter	26 in (66 cm)
Side broom height	14 ft (4.3 m)
Side broom width	80 in (203 cm)
DustClear™ Five Stage Dust Control System	
Stage 1: Pre-Filter	Side broom "log" system 14 gal (53 L)
Stage 2: Vacuumed Main Broom Chamber	Captures all dust kicked up from the main broom
Stage 3: All-Flow Labyrinth	Removes 90% of dust from the air stream
Stage 4: Ultra-Fine Particulate Filter	99.9% efficient on 0.3 - 1.0 micron particles
Stage 5: All-Flow Activation System	Ultra-Fine particulate multi-transverse vibration filter shaker
Power System	
Engine	Kubota's 3.6 L, 35 hp, EPA Tier II and CAFE Tier II certified
Rated Power	3.6 L, 35.2 hp, meets EPA emission standards under 40 CFR 100.625
Transmission	20R 11.3
Drivetrain	20R 11.3
Turn	
Front (ft)	21 in (53 cm) automatic
Rear	18 in (46 cm) automatic
Wheelbase (ft)	109 in (277 cm)
Length	95 in (241 cm)
Width	64 in (163 cm)
Height without cargo	53 in (135 cm)
Height with cargo	53 in (135 cm)
Height with cab	78 in (200 cm)
Net Weight	3,850 lb (1,746 kg)
Ground Level	Below 80 cm, at operator's position (gasoline and LPG)
Safety Test (See Label)	ETL

Specifications are subject to change without notice.

### SW8000™

Redefines power sweeping with exclusive DustClear™ Five Stage Dust Control System

#### Optional Accessories:

- Backup Alarm
- Brake/Turn Signals
- Work Lights
- Amber Strobes
- Overhead Guard
- Fully Enclosed Cab with Optional Pressurized, Heated and A/C
- Suspension Seal with Arm Rest
- Floor Mat
- Metal Hopper Lid
- Seat Belt
- Tilt Steering Wheel
- Clogged Filter Indicator
- Side Broom Guards and Heavy Duty Front Grill
- Variable Speed Side Brooms

Reach a new standard of cleaning power. Visit <http://www.advance-us.com/SW8000> or contact your Advance sales representative to learn more.

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9435 Winnetka Avenue North  
Brooklyn Park, MN 55445  
[www.advance-us.com](http://www.advance-us.com)  
Phone 800-214-7700  
Fax 952-999-4565

240 Superior Boulevard  
Mississauga, Ontario, Canada L5T 2L2  
[www.advance.ca](http://www.advance.ca)  
Phone 800-660-8400  
Fax 905-262-5111

**Kubota**  
Power | Reliability

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- Rugged, industrial engine block features robust construction
- Smooth operation makes for a quieter ride
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Contract Number: 4-0015-00015  
 Contractor: NILFISK INC  
 Term Dates: 06/01/17 - 06/01/18  
 Current Supplement: 2  
 Business Enterprise Type: Large  
 Contract Name/Number: TINA BARTHEL (783) 745-3762  
 Location: BROOKLYN PARK, MN 55445

Contract Number: 4-0123-00150  
 Contractor: NILFISK INC  
 Term Dates: 06/01/17 - 06/01/18  
 Current Supplement: 1  
 Business Enterprise Type: Large  
 Contract Name/Number: TINA BARTHEL (783) 745-3762  
 Location: BROOKLYN PARK, MN 55445

1

## ContractDetails

## NILFISK INC

Close

CMAS Contract Number: 4-17-23-00198  
 Contractor: NILFISK INC  
 Current Supplement:  
 Term Dates: 2/17/2017 - 3/31/2021  
 Contact Name/Number: TINA BARTHEL, (783) 745-3762  
 Address: 9435 WINNETKA AVENUE NORTH  
 City/State/Zip: BROOKLYN PARK, MN 55445  
 Contractor Website:  
 E-mail Address: TINA.BARTHEL@NILFISK.COM  
 Business Enterprise Type: Large  
 Base Contract Number: GS-30F-001DA

## Products and Services Codes:

Description	Code
BRAND-NILFISK-ADVANCE	1568
CLEANING EQUIP-ACCESSORIES	529
CLEANING EQUIP-SCRUBBER	528
CLEANING EQUIP-SWEEPER	527

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The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Intergo



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 to award the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, in an amount not to exceed \$14,305.27; and 2) appropriate an additional \$2,305.27 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4583

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

644-416-227-511-0000 (Equipment Replacement Reserve) |  
\$12,000 previously appropriated through FY2017 mid-year budget  
\$2,305.27 to be appropriated from the General Fund fund balance

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service in an amount not to exceed \$14,305.27.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Proposal
3. National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101
4. Resolution



Explanation:

City Public Works Parks Maintenance staff currently operates two utility carts for maintaining city parks. The existing carts have exceeded their useful lives and require extensive maintenance and repair. The new Cushman-New Hauler 800X Carts will allow Public Works to continue providing maintenance services at city parks.

Staff desires to purchase two Cushman-New Hauler 800X Carts. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 with Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, to allow for the purchase of two Cushman-New Hauler 800X Carts.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 with Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 to award the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, in an amount not to exceed \$14,305.27, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase these vehicles was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the General Fund. While the City Council authorized an appropriation of \$12,000.00 from the General Fund, the cost of the sweeper is \$14,305.27, resulting in the need for additional appropriation from the General Fund fund balance in the amount of \$2,305.27.



# COTTONWOOD ELECTRIC CART SERVICE

619-440-2127 PHONE 619-440-2487(FAX) COTTONWOODELECTRIC@SBCGLOBAL.NET

**NIPA REGISTRATION # NIPA0293**

**DATE:** 3/7/2017

**ACCT#** 0

**COMPANY:** NATIONAL CITY PUBLIC WORKS

**ADDRESS:** 1726 WILSON AVE.  
NATIONAL CITY CA. 91950

**ATTN:** TONY GAUT

**PHONE:** (CELL) 619-866-5336

**FAX:**

**EMAIL:** tgaute@nationalcityca.gov

**REP:** LARRY LATISLAW

QUOTE IS GOOD FOR - 30 DAYS

CUSHMAN-NEW HAULER 800X Gasoline -Kawasaki Engine



STOCK PICTURE- YOUR VEHICLE MAY VARY

## NOTES:

\*\*SPECIAL SERVICE MAINTENANCE PRICE AVAILABLE WITH THIS UNIT\*\*

WARRANTY: 24 months\* see manufacturers warranty statement

Description	Item #	Qty	Unit Price	Extended
CUSHMAN-NEW HAULER 800X Gasoline -Kawasaki Engine		2	\$ 5,067.40	\$ 10,134.80
Sun Canopy (Top) Black		2	\$ 286.65	\$ 573.30
Windsheild Fold Down (for Black Top Only)		2	\$ 99.45	\$ 198.90
Limited Slip Differential (High - < 3K Altitude)		2	\$ 230.75	\$ 461.50
Hour Meter		2	\$ 40.30	\$ 80.60
Taillights		2	\$ 83.20	\$ 166.40
Brake Lights (Rear Brakes Only)		2	\$ 42.25	\$ 84.50
FUEL/OIL GUAGE		2	\$ 63.70	\$ 127.40
Standard Seat Color: Gray		2	\$ 0.00	\$ -
Brush Guard- Standard		2	\$ 0.00	\$ -
		1	\$ 0.00	\$ -
Rear Tires: Turf Saver 20 x 10.0 - 10 (Set of two) - Standard		2	\$ 0.00	\$ -
Headlights - Standard		2	\$ 0.00	\$ -
State of Charge Meter - Standard		2	\$ 0.00	\$ -
2 in (5 cm) Receiver (Rear) - Standard		2	\$ 0.00	\$ -
Plastic Bed (Gas Assist Manual Lift) - Standard		2	\$ 0.00	\$ -
Turf Saver 20 x 10 x 10 (Set of two) - Standard		2	\$ 0.00	\$ -
Standard: (Forest Green)		2	\$ 0.00	\$ -
		1	\$ 0.00	\$ -
		1	\$ 0.00	\$ -
DEALER SET UP		2	\$ 175.00	\$ 350.00
FREIGHT		2	\$ 417.00	\$ 834.00
DELIVERY CHARGE		2	\$ 65.00	\$ 130.00
<b>SPECS:</b> 4 CYCLE 24.5 CI (401cc) - CARGO BOX CAPACITY=5.9 cu ft & 400lb	<b>TOTAL</b>			
MOTOR: 4 CYCLE 24.5 ci (401 cc) SINGLE CYLINDER KAWASAKI -HORSEPOWER: 13.5hp - RATED- FUEL CAPACITY: 6.0 GALLON TANK-DRIVE TRAIN: DIRECT MOTOR SHAFT CONNECTED TO TRANSAXLE PINION SHAFT - BATTERY: ONE 12 VOLT MAINTENANCE FREE - BRAKES: DUAL REAR WHEEL MECHANICAL SELF-ADJUSTING DRUM BRAKES STEERING: RACK & PINION - SUSPENSION FRONT & BACK: LEAF SPRINGS W/ HYDRAULIC SHOCK ABSORBERS - TIRES: TRAIL WOLF 20 x 11 -10 UNI-DIRECTIONAL FRAME: WELDED STEEL W/ DURASHIELD POWDER COAT- CARGO BED-ROTO-MOLDED POLYETHYLENE-DIMENSIONS INSIDE: 44.5 (W) x 30.5(L) x 7.5(D)=5.9 cu ft - SPEED: 17 mph- TOWING CAPACITY: 475lbs- SEATS: 2 PERSON				\$ 13,141.40
				\$ -
	<b>TAXABLE TOTAL</b>			\$ 13,141.40
	8.75	% SALES TAX	\$	1,149.87
		CA TIRE TAX FEE	\$	14.00
	<b>TRADE IN</b>			\$ -
	<b>TOTAL</b>			\$ 14,305.27

SIGNATURE, NAME AND ADDRESS OF PROPOSAL

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCING FOR THIS VEHICLE IS AVAILABLE FOR QUALIFIED BUYERS

ASK YOUR ASSOCIATE FOR MORE DETAILS

CONSUMER- APPROXIMATE MONTHLY PAYMENT-60 MONTHS	\$	276.49
COMMERCIAL- APPROXIMATE MONTHLY PAYMENT-60 MONTHS	\$	263.36

December 15, 2016

Ms. Lurie Nicol  
Government Sales Manager  
E-Z-GO Division of Textron Inc.  
1451 Marvin Griffin Road  
Augusta, Georgia 30906

Re: Award of Contract # R161101

Dear Ms. Nicol:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on December 14, 2016, National IPA is pleased to announce that E-Z-GO Division of Textron Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-11) submitted on October 11, 2016:

**Commodity/Service**

**Contractor**

Golf, Utility and Hospitality Carts, Parts,  
Accessories, Supplies and Related Services

E-Z-GO Division of Textron Inc.

This contract is effective January 1, 2017 and will expire on December 31, 2017. As indicated above, your Contract # is R161101. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA and E-Z-GO Division of Textron Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Alan Piper, Contract Manager assigned to your contract at 615.380.1307 or [alan.piper@nationalipa.org](mailto:alan.piper@nationalipa.org)

Sincerely,



Deborah Bushnell, CTSBO  
Contract Manager



**CUSHMAN.**

## Show menu

---

**Competitively solicited and publicly awarded by: Region 4 Education Service Center  
(ESC)**

**Contract #R161101**

**Contract Term: January 1, 2017 through December 31, 2019**

**Award includes:**

- Golf, utility, transportation, hospitality carts, road legal low speed, AWD and service parts.
- Bad Boy Buggies and Cushman products available
- Electric (AC power), gas and diesel solutions
- Hybrid vehicle which operates on either gas or electric power when selected by the vehicle operator
- Free Goods Program volume incentive

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended February 28, 2017. (Finance)



# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** April 18, 2017

AGENDA ITEM NO.

**ITEM TITLE:**

Investment transactions for the month ended February 28, 2017.

**PREPARED BY:** Ronald Gutlay

**PHONE:** 619-336-4346

DEPARTMENT: Finance

**APPROVED BY:**

Finance  
Maria R. [Signature]

**EXPLANATION:**

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 28, 2017.

## FINANCIAL STATEMENT:

**ACCOUNT NO.**

NA

**APPROVED:**

Markell

## Finance

**APPROVED:**

## MIS

## ENVIRONMENTAL REVIEW:

**This is not a project and, therefore, not subject to environmental review.**

**ORDINANCE:**

## INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended February 28, 2017.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger



# Transaction Ledger

1/31/17 Thru 2/28/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	02/01/2017	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	2,812.50	0.00	2,812.50	0.00
Purchase	02/02/2017	60934N807	6.19	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	6.19	0.00	6.19	0.00
Purchase	02/07/2017	60934N807	1,421.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	1,421.88	0.00	1,421.88	0.00
Purchase	02/08/2017	60934N807	2,581.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	2,581.25	0.00	2,581.25	0.00
Purchase	02/14/2017	60934N807	2,992.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	2,992.50	0.00	2,992.50	0.00
Purchase	02/17/2017	60934N807	2,719.45	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	2,719.45	0.00	2,719.45	0.00
Purchase	02/18/2017	60934N807	3,368.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	3,368.75	0.00	3,368.75	0.00
Purchase	02/28/2017	60934N807	4,034.38	Federated Investors Govt Oblig Fund Inst.	1.000	0.19 %	4,034.38	0.00	4,034.38	0.00
	<b>Subtotal</b>		<b>19,936.90</b>				<b>19,936.90</b>	<b>0.00</b>	<b>19,936.90</b>	<b>0.00</b>
Security Contribution	02/28/2017	90SDCP\$00	5,000.00	County of San Diego Pooled Investment Pool	1.000		5,000.00	0.00	5,000.00	0.00
	<b>Subtotal</b>		<b>5,000.00</b>				<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>24,936.90</b>				<b>24,936.90</b>	<b>0.00</b>	<b>24,936.90</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Security Withdrawal	02/07/2017	60934N807	1,673.97	Federated Investors Govt Oblig Fund Inst.	1.000		1,673.97	0.00	1,673.97	0.00
Security Withdrawal	02/08/2017	60934N807	1,675.35	Federated Investors Govt Oblig Fund Inst.	1.000		1,675.35	0.00	1,675.35	0.00
	<b>Subtotal</b>		<b>3,349.32</b>				<b>3,349.32</b>	<b>0.00</b>	<b>3,349.32</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>3,349.32</b>				<b>3,349.32</b>	<b>0.00</b>	<b>3,349.32</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	02/01/2017	3137EADK2	450,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	02/07/2017	3130A8PK3	455,000.00	FHLB Note 0.625% Due 8/7/2018	0.000		1,421.88	0.00	1,421.88	0.00
Interest	02/08/2017	3135G0TG8	590,000.00	FNMA Note 0.875% Due 2/8/2018	0.000		2,581.25	0.00	2,581.25	0.00
Interest	02/14/2017	084670BL1	285,000.00	Berkshire Hathaway Note 2.1% Due 8/14/2019	0.000		2,992.50	0.00	2,992.50	0.00
Interest	02/17/2017	3135G0N82	440,000.00	FNMA Note 1.25% Due 8/17/2021	0.000		2,719.45	0.00	2,719.45	0.00





Transaction Ledger

1/31/17 Thru 2/28/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	02/18/2017	3130A7CV5	490,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		3,368.75	0.00	3,368.75	0.00
Interest	02/28/2017	3135G0MZ3	545,000.00	FNMA Note 0.875% Due 8/28/2017	0.000		2,384.38	0.00	2,384.38	0.00
Interest	02/28/2017	912828L32	240,000.00	US Treasury Note 1.375% Due 8/31/2020	0.000		1,650.00	0.00	1,650.00	0.00
	Subtotal		3,495,000.00				19,930.71	0.00	19,930.71	0.00
Dividend	02/02/2017	60934N807	15,063.63	Federated Investors Govt Oblig Fund Inst.	0.000		6.19	0.00	6.19	0.00
	Subtotal		15,063.63				6.19	0.00	6.19	0.00
TOTAL OTHER TRANSACTIONS			3,510,063.63				19,936.90	0.00	19,936.90	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #35 for the period of 02/22/17 through 02/28/17 in the amount of \$4,024,146.87.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Warrant Register #35 for the period of 02/22/17 through 02/28/17 in the amount of \$4,024,146.87.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 02/22/17 through 02/28/17.  
Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Folsom Lake Ford	327608	442,400.31	2017 Ford Explorers (8 Vehicles) / PD
Kimley Horn and Assoc Inc	327615	67,469.79	Euclid Ave Project
SDG&E	327638	76,491.85	Streets Division gas & Electric Utilities
Paradise Creek Housing Partners	807483	452,887.00	Remediation Costs / Housing
City of San Diego	817824	1,447,937.00	Metropolitan Sewerage System Svcs
Public Emp Retirement System	2222017	420,103.88	Service Period 01/31/17 – 02/13/17

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$4,024,146.87.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$4,024,146.87.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #35





**WARRANT REGISTER #35**  
**2/28/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
FEDEX	CITYWIDE FEDEX CHARGES	327578	2/28/17	110.43
ADMINSURE INC	WC CLAIM COSTS - MARCH	327580	2/28/17	6,948.33
AIRGAS WEST	MOP# 45714 AUTO SUPPLIES - PW	327581	2/28/17	264.09
ASSI SECURITY INC	REPAIRS AND MAINTENANCE ON ELECTRIC DOORS	327582	2/28/17	835.00
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COSTS	327583	2/28/17	206.50
BETTER IMPACT USA INC	VOLUNTEER SOFTWARE / MIS	327584	2/28/17	915.00
BLACK, N	EDUCATION REIMBURSEMENT	327585	2/28/17	28.00
BOOT WORLD	MOP#64096 SAFETY APPAREL / PW	327586	2/28/17	454.65
BOUND TREE MEDICAL LLC	LARYNGOSCOPE BLADES / FIRE	327587	2/28/17	663.80
BROADWAY AUTO ELECTRIC	MOP# 72447 AUTO ELECTRIC SUPPLIES / PW	327588	2/28/17	212.06
CA PARKS AND RECREATION	MEMBERSHIP /WRIGHT/MULDERIG/BULLOCK - CSD	327589	2/28/17	485.00
CASAS, L	TRANSLATION SVCS.-02-07-17 COUNCIL MEETING	327590	2/28/17	325.00
CEB	LEGAL PUBLICATION	327591	2/28/17	401.75
CENGAGE LEARNING INC	LARGE PRINT BOOKS - LIBRARY	327592	2/28/17	299.75
CLF WAREHOUSE	MOP#80331 AUTO SUPPLIES / PW	327593	2/28/17	509.45
COMMUNITY SAFETY INSTITUTE	DE-ESCALATION TRAINING TUITION /PD	327594	2/28/17	1,125.00
COX COMMUNICATIONS	COX FEBRUARY 2017	327595	2/28/17	70.75
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	327596	2/28/17	5,080.63
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	327597	2/28/17	3,699.48
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	327598	2/28/17	2,667.49
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	327599	2/28/17	735.15
DANIELS TIRE SERVICE	MOP#76986 TIRES AUTO SUPPLIES / PW	327600	2/28/17	102.18
DEEPNET SECURITY	SOFTWARE RENEWAL / PD	327601	2/28/17	2,020.00
DEPARTMENT OF JUSTICE	INVESTIGATIVE SERVICES - JANUARY	327602	2/28/17	224.00
DION INTERNATIONAL TRUCK INC	KIT HOLDER / AUTO PARTS - PW	327603	2/28/17	150.85
D-MAX ENGINEERING	PARADISE CREEK PHASE 2 - T&A 90163	327604	2/28/17	2,708.75
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	327605	2/28/17	1,137.00
ESPIRITU, D	ADV SUBS / POST COMMAND COLLEGE / PD	327606	2/28/17	780.00
FIRE ETC	FIREFIGHTING GLOVES / FIRE	327607	2/28/17	3,123.83
FOLSOM LAKE FORD	2017 FORD EXPLORERS (8 VEHICLES) / PD	327608	2/28/17	442,400.31
FORDYCE CONSTRUCTION INC	REFUND OF FEES / BUILDING	327609	2/28/17	563.50
GOODYEAR TIRE & RUBBER COMPANY	TIRES FOR CITY FLEET / PW	327610	2/28/17	978.16
GRAINGER	MOP#65179 FACILITY SUPPLIES / PW	327611	2/28/17	2,405.99
HARRIS & ASSOCIATES	PARADISE CREEK-PARK LOFTS MAP- T&A 90122	327612	2/28/17	264.55
JOHN STUCKEY	TACTICS CLASS / FIRE	327613	2/28/17	1,870.27
KALANKIEWICZ, C	ROT ADV. SUB. POLICE TRAINING /KALANKIEWICZ	327614	2/28/17	444.86
KIMLEY HORN AND ASSOC INC	EUCLID AVE PROJECT	327615	2/28/17	67,469.79
KTU&A	NC INVENTORY STUDY PROJECT	327616	2/28/17	7,686.25
LACAL EQUIPMENT INC	5 STAGE DIAPHRAGM PUMP - AUTO SUPPLIES PW	327617	2/28/17	355.29
LASER SAVER INC	MOP 04840 LASER SAVER TONER	327618	2/28/17	402.21
LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	327619	2/28/17	1,950.00
LOPEZ, J	FEE REFUND / BUILDING	327620	2/28/17	297.50
LOPEZ, T	TRANSLATION SVCS. - CASA DE SALUD	327621	2/28/17	913.80
MASON'S SAW	MOP#45729 PARK EQUIPMENT SUPPLIES / PW	327622	2/28/17	110.47
MATTHEW BENDER & CO INC	LEGAL PUBLICATION UPDATE	327623	2/28/17	81.84
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE- JAN17	327624	2/28/17	24,175.89
MEGLA MANUFACTURING INC	WELDING/TRUCK CONSOLE BRACKETS - PW	327625	2/28/17	600.00
MUNICIPAL CODE CORPORATION	SUPPLEMENT #47 UPDATE #1 / CITY CLERK'S OFFICE	327626	2/28/17	152.00
MUNICIPAL MAINTENANCE EQUIP	AUTO SUPPLIES, C	327627	2/28/17	10.45





## WARRANT REGISTER #35

2/28/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL CITY CAR WASH	MOP#72454 CAR WASHES / PW	327628	2/28/17	405.00
O'REILLY AUTO PARTS	MOP#75877 AUTO SUPPLIES / PW	327629	2/28/17	326.85
PAESSLER AG	PRTG NETWORK MONITOR / MIS	327630	2/28/17	1,360.00
PHILLIPS JR, W	ROT ADV. SUB. POLICE TRAINING	327631	2/28/17	444.86
PRO BUILD	MOP 45707/ SUPPLIES FOR FIRE DEPT	327632	2/28/17	1,492.25
PROJECT PROFESSIONALS CORP	FIRE STATION ANNEX PRESENTATION	327633	2/28/17	8,580.00
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	327634	2/28/17	188.27
RIVERSIDE SHERIFF'S DEPT	ROT TUITION. POLICE TRAINING /PHILLIPS J	327635	2/28/17	320.00
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES - JANUARY	327636	2/28/17	14.00
SAN BERNARDINO CNTY SHERIFF'S	TRAINING TUITION MOTORCYCLE / VILLARIASA	327637	2/28/17	1,329.00
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	327638	2/28/17	76,491.85
SEGAL, M	ADV SUBS / FIELD EVIDENCE TECH COURSE / PD	327639	2/28/17	1,342.00
SHEPHARD, S	ADV SUBS / SHERMAN BLOCK SLI / SESSION 6	327640	2/28/17	384.00
SHERWIN WILLIAMS	MOP# 77816 PAINT SUPPLIES / PW FACILITIES	327641	2/28/17	392.40
SITEONE LANDSCAPE SUPPLY LLC	MOP# 69277 HORTICULTURAL ITEMS / PARKS	327642	2/28/17	179.74
SMART & FINAL	MOP #45756/PROMOTIONAL SUPPLIES/HR	327643	2/28/17	48.95
SO CAL TRUCK STOP INC	MOP# 45758 OIL SUPPLIES / PW	327644	2/28/17	26.69
SOLAR CITY	FEE REFUND / BUILDING	327645	2/28/17	250.51
SPRINGER, K	ADV LODGE/SUB FOR TRAINING PD	327646	2/28/17	288.71
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES FOR TINY TOTS	327647	2/28/17	972.78
STAPLES BUSINESS ADVANTAGE	MOP 45704. SUPPLIES / CITY ATTORNEY'S OFFICE	327648	2/28/17	284.59
SUPERIOR READY MIX	TACK OIL, 3/8 SHEET AND COLD MIX / PW	327649	2/28/17	1,935.46
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	327650	2/28/17	10,181.11
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES / PW	327651	2/28/17	1,198.43
THOMSON REUTERS WEST	LEGAL RESEARCH - JANUARY	327652	2/28/17	809.85
TINOSA INC	SCBA MASK TESTS / FIRE	327653	2/28/17	743.93
U S BANK	CREDIT CARD EXPENSES / CITY ATTORNEY'S OFFICE	327654	2/28/17	1,172.78
U S HEALTHWORKS	MEDICAL SERVICES	327655	2/28/17	333.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS / PW	327656	2/28/17	533.77
VILLARIASA, S	TRAINING ADV SUB MOTOR / PD	327657	2/28/17	1,280.00
VILLARIASA, S	TUITION ADV SUB PRE MOTOR / PD	327658	2/28/17	546.94
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	327659	2/28/17	1,428.90
WEST PAYMENT CENTER	LEGAL PUBLICATIONS	327660	2/28/17	528.46
WESTFLEX INDUSTRIAL	MOP#63850 SUPPLIES / PW	327661	2/28/17	45.74
WILKINS, T	ADV LODGE/SUB FOR TRAINING / PD	327662	2/28/17	288.71
WILLY'S ELECTRONIC SUPPLY	MOP 45763. BATTERIES FOR CASA DE SALUD/CSD	327663	2/28/17	18.49
YBARRA, A	ADV LODGE/SUB FOR TRAINING / PD	327664	2/28/17	421.20
			<b>A/P Total</b>	<b>706,006.27</b>
<b>WIRED PAYMENTS</b>				
PARADISE CREEK HOUSING PARTNER	REMEDIATION COSTS / HOUSING	807483	2/28/17	452,887.00
CITY OF SAN DIEGO	METROPOLITAN SEWERAGE SYSTEM SERVICES	817824	2/28/17	1,447,937.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 01/31/17 - 02/13/17	2222017	2/22/17	420,103.88

## PAYROLL

Pay period	Start Date	End Date	Check Date	
31	2/14/2017	2/27/2017	3/8/2017	997,212.72

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18<sup>th</sup> OF APRIL, 2017.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #36 for the period of 03/01/17 through 03/07/17 in the amount of \$1,483,233.11.  
(Finance)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Warrant Register #36 for the period of 03/01/17 through 03/07/17 in the amount of \$1,483,233.11.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 03/01/17 through 03/07/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	327700	121,695.00	Plaza Blvd. & 14 <sup>th</sup> St. Project
D-Max Engineering	327702	62,114.93	NC Wastewater Support Svcs / Eng
ESGIL Corporation	327705	170,061.01	Plan Check / Building
Project Professional Corp	327756	55,875.50	Sewer Line Replacement Phase I Project
West Tech Contracting Inc	327791	56,281.21	Paradise Creek Restoration Project

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$1,483,233.11.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,483,233.11.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #36





# **WARRANT REGISTER #36**

**3/7/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A REASON TO SURVIVE	BIKE RACKS PROJECT / ENG	327666	3/7/17	7,587.75
ACE UNIFORMS & ACCESSORIES INC	UNIFORM ACCESSORIES / NSD	327667	3/7/17	105.28
ACEDO, I	RETIREE HEALTH BENEFITS / MAR 2017	327668	3/7/17	160.00
ACME SAFETY & SUPPLY CORP	UNIVERSAL RIVETS - STREET SUPPLY PW	327669	3/7/17	221.85
ACOSTA, V	LICENSE REIMBURSEMENT	327670	3/7/17	60.00
ALDEMCO	FOOD / NUTRITION CENTER	327671	3/7/17	1,538.89
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	327672	3/7/17	384.39
ANDERSON, E	RETIREE HEALTH BENEFITS / MAR 2017	327673	3/7/17	110.00
ASSI SECURITY INC	REPAIRS AND MAINTENANCE ON ELECTRIC DOORS	327674	3/7/17	135.00
ATKINS NORTH AMERICA INC	ALLEY DESIGN PROJECT	327675	3/7/17	712.50
AUSTIN DOORS	REBUILT BARREL ASSEMBLY	327676	3/7/17	2,326.05
BEARD, P	RETIREE HEALTH BENEFITS / MAR 2017	327677	3/7/17	70.00
BECK, L	RETIREE HEALTH BENEFITS / MAR 2017	327678	3/7/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / MAR 2017	327679	3/7/17	110.00
BOB MURRAY & ASSOCIATES	PROFESSIONAL SERVICES	327680	3/7/17	5,292.25
BOEGLER, C	RETIREE HEALTH BENEFITS / MAR 2017	327681	3/7/17	260.00
BRIAN COX MECHANICAL INC	MAINTENANCE AND INSPECTION - FACILITIES	327682	3/7/17	186.00
BULL, P	RETIREE HEALTH BENEFITS / MAR 2017	327683	3/7/17	580.00
CAL UNIFORMS INC	CLASS A UNIFORM / FIRE	327684	3/7/17	617.81
CARRILLO, R	RETIREE HEALTH BENEFITS / MAR 2017	327685	3/7/17	290.00
CHULA VISTA PHOTO STUDIO	PHOTOS / FIRE	327686	3/7/17	905.10
CLF WAREHOUSE	MOP#80331 AUTO SUPPLIES / MECHANICS PW	327687	3/7/17	29.85
COLE, L	RETIREE HEALTH BENEFITS / MAR 2017	327688	3/7/17	165.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL POOL SUPPLIES / PW	327689	3/7/17	2,060.79
CONDON, D	RETIREE HEALTH BENEFITS / MAR 2017	327690	3/7/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / MAR 2017	327691	3/7/17	140.00
CS LEGACY CONSTRUCTION INC	PARADISE CREEK ED. PARK PROJECT	327692	3/7/17	5,925.91
CYNTHIA TITGEN CONSULTING INC	PROFESSIONAL SERVICES - FEBRUARY	327693	3/7/17	2,152.50
DANESHFAR, Z	RETIREE HEALTH BENEFITS / MAR 2017	327694	3/7/17	250.00
DANIELS TIRE SERVICE	MOP#76986 TIRE SUPPLIES / MECHANICS PW	327695	3/7/17	218.13
DELTA DENTAL	COBRA DENTAL INS / JAN 2017	327696	3/7/17	135.66
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / JAN 2017	327697	3/7/17	55.44
DESROCHERS, P	RETIREE HEALTH BENEFITS / MAR 2017	327698	3/7/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / MAR 2017	327699	3/7/17	70.00
DICK MILLER INC	PLAZA BLVD. & 14TH ST. PROJECT	327700	3/7/17	121,695.00
DILLARD, S	RETIREE HEALTH BENEFITS / MAR 2017	327701	3/7/17	480.00
D-MAX ENGINEERING	NC WASTEWATER SUPPORT SERVICES / ENG	327702	3/7/17	62,114.93
DREDGE, J	RETIREE HEALTH BENEFITS / MAR 2017	327703	3/7/17	250.00
EISER III, G	RETIREE HEALTH BENEFITS / MAR 2017	327704	3/7/17	250.00
EQUIFAX INFORMATION SVCS	CREDIT SERVICES / SECTION 8	327705	3/7/17	52.14
ESGIL CORPORATION	PLAN CHECK / BUILDING	327706	3/7/17	170,061.01
FABINSKI, D	RETIREE HEALTH BENEFITS / MAR 2017	327707	3/7/17	220.00
FIFIELD, K	RETIREE HEALTH BENEFITS / MAR 2017	327708	3/7/17	540.00
FLEET SERVICES INC	FLEET AUTO SUPPLIES - PW	327709	3/7/17	1,543.81
FLYERS ENERGY LLC	MOBIL SUPER SYN OIL 5W-30 - FLEET PW	327710	3/7/17	1,588.00
GELSKEY, K	RETIREE HEALTH BENEFITS / MAR 2017	327711	3/7/17	115.00
GEOSYNTEC CONSULTANTS INC	PARADISE CREEK EMERGENCY MAINT PROJECT	327712	3/7/17	855.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / MAR 2017	327713	3/7/17	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / MAR 2017	327714	3/7/17	480.00





**WARRANT REGISTER #36**  
**3/7/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GRAINGER	MOP#65179 SUPPLIES / FACILITIES PW	327715	3/7/17	647.81
HAMEL, K	EDUCATION REIMBURSEMENT	327716	3/7/17	600.00
HANSON, E	RETIREE HEALTH BENEFITS / MAR 2017	327717	3/7/17	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / MAR 2017	327718	3/7/17	500.00
HARRIS & ASSOCIATES	PARADISE CREEK SEWER PROJECT	327719	3/7/17	5,364.00
HAUG, S	RETIREE HEALTH BENEFITS / MAR 2017	327720	3/7/17	120.00
HEALTH NET	FULL NETWORK R1192Q JAN 2017	327721	3/7/17	607.87
HERNANDEZ, R	RETIREE HEALTH BENEFITS / MAR 2017	327722	3/7/17	400.00
HODGES, B	RETIREE HEALTH BENEFITS / MAR 2017	327723	3/7/17	200.00
HONDO, E	RETIREE HEALTH BENEFITS / MAR 2017	327724	3/7/17	110.00
IBARRA, J	RETIREE HEALTH BENEFITS / MAR 2017	327725	3/7/17	780.00
INNOVATIVE CONSTRUCTION	E. 16TH ST. & GROVE ST. PROJECT	327726	3/7/17	25,356.00
JAMES, R	RETIREE HEALTH BENEFITS / MAR 2017	327727	3/7/17	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / MAR 2017	327728	3/7/17	50.00
KAISER FOUNDATION HEALTH PLANS	RETIREE INS COBRA / JAN 2016	327729	3/7/17	3,221.88
KIMBLE, R	RETIREE HEALTH BENEFITS / MAR 2017	327730	3/7/17	300.00
LANDA, A	RETIREE HEALTH BENEFITS / MAR 2017	327731	3/7/17	155.00
LEON, L	RETIREE HEALTH BENEFITS / MAR 2017	327732	3/7/17	500.00
LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	327733	3/7/17	3,900.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / MAR 2017	327734	3/7/17	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS / MAR 2017	327735	3/7/17	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / MAR 2017	327736	3/7/17	280.00
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE~ JANUARY 2017	327737	3/7/17	2,049.40
MEDINA, R	RETIREE HEALTH BENEFITS / MAR 2017	327738	3/7/17	105.00
MINER, D	RETIREE HEALTH BENEFITS / MAR 2017	327739	3/7/17	580.00
MYERS, B	RETIREE HEALTH BENEFITS / MAR 2017	327740	3/7/17	140.00
NATIONAL CITY TROPHY	NAME PLATES / FIRE	327741	3/7/17	113.36
NEWTON DISTRIBUTING COMPANY	LOCKERS FOR THE SENIOR CENTER / CSD	327742	3/7/17	3,833.00
NOTEWARE, D	RETIREE HEALTH BENEFITS / MAR 2017	327743	3/7/17	120.00
O'REILLY AUTO PARTS	MOP#75877 AUTO SUPPLIES / MECHANICS PW	327744	3/7/17	357.28
PACIFIC AUTO REPAIR	MOP#72448 AUTO SUPPLIES / MECHANICS PW	327745	3/7/17	212.50
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	327746	3/7/17	164.63
PARTS AUTHORITY METRO LLC	MOP# 75943 AUTO SUPPLIES / MECHANICS PW	327747	3/7/17	280.83
PARTS AUTHORITY METRO LLC	MOP# 75943 AUTO SUPPLIES / MECHANICS PW	327748	3/7/17	51.44
PAUU JR, P	RETIREE HEALTH BENEFITS / MAR 2017	327749	3/7/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / MAR 2017	327750	3/7/17	140.00
PETERS, S	RETIREE HEALTH BENEFITS / MAR 2017	327751	3/7/17	290.00
POST, R	RETIREE HEALTH BENEFITS / MAR 2017	327752	3/7/17	280.00
POWERSTRIDE BATTERY CO INC	MOP# 67839 AUTO SUPPLIES / MECHANICS PW	327753	3/7/17	83.53
PRO BUILD	MOP# 45707 SUPPLIES / PW	327754	3/7/17	1,270.29
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICE / NUTRITION	327755	3/7/17	46.00
PROJECT PROFESSIONALS CORP	SEWER LINE REPLACEMENT PHASE I PROJECT	327756	3/7/17	55,875.50
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	327757	3/7/17	463.58
RAY, S	RETIREE HEALTH BENEFITS / MAR 2017	327758	3/7/17	190.00
ROARK, L	RETIREE HEALTH BENEFITS / MAR 2017	327759	3/7/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS / MAR 2017	327760	3/7/17	310.00
SAN DIEGO FRICTION PRODUCTS	ROTOR SUPPLIES FOR FLEET PW	327761	3/7/17	1,113.14
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	327762	3/7/17	2,021.22
SAN DIEGO UNION TRIBUNE	EL TOYON LAS	327763	3/7/17	688.44



## WARRANT REGISTER #36

3/7/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	327764	3/7/17	26.19
SEAPORT MEAT COMPANY	MEAT / NUTRITION CENTER	327765	3/7/17	920.99
SERVATIUS, J	RETIREE HEALTH BENEFITS / MAR 2017	327766	3/7/17	340.00
SHORT, C	RETIREE HEALTH BENEFITS / MAR 2017	327767	3/7/17	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 HORTICULTURAL ITEMS / PARKS PW	327768	3/7/17	550.63
SMITH, J	RETIREE HEALTH BENEFITS / MAR 2017	327769	3/7/17	320.00
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES / PW	327770	3/7/17	45.03
SOUTH COAST EMERGENCY	PSI GAUGE PIERCE - PW FLEET	327771	3/7/17	1,108.90
SOUTHWEST SIGNAL SERVICE	TRAFFIC SIGNAL MAINTENANCE/JAN 2017	327772	3/7/17	17,449.31
SPEEDPRO IMAGING	DIE CUT REFLECTIVE VINYL - PW FLEET VEHI	327773	3/7/17	172.36
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES	327774	3/7/17	756.71
STC TRAFFIC INC	PEDESTRIAN MIDBLOCK CROSSING PROJECT	327775	3/7/17	39,402.75
STEWART, W	RETIREE HEALTH BENEFITS / MAR 2017	327776	3/7/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / MAR 2017	327777	3/7/17	135.00
SWEETWATER AUTHORITY	PARKS DIVISION WATER UTILITIES	327778	3/7/17	1,406.49
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	327779	3/7/17	4,415.64
TERRA BELLA NURSERY INC	15G CASSIA LEPTOPHYLLOUS TREES - PARKS PW	327780	3/7/17	301.61
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS / FLEET PW	327781	3/7/17	74.41
TIPTON, B	RETIREE HEALTH BENEFITS / MAR 2017	327782	3/7/17	250.00
TODD PIPE & SUPPLY LLC	PLUMBING MATERIALS & PARTS / PW	327783	3/7/17	1,625.22
TOPECO PRODUCTS	MOP#63849 AUTO PARTS / FLEET PW	327784	3/7/17	54.62
UNITED RENTALS	CORE DRILL ELECTRIC / STREET PW	327785	3/7/17	180.52
UNITED ROTARY BRUSH CORP	MOP# 62683 AUTO SUPPLIES / MECHANICS PW	327786	3/7/17	265.43
VALLEY POWER SYSTEMS INC	AUTO SENSOR SUPPLIES / FLEET PW	327787	3/7/17	136.38
VERRY, L	RETIREE HEALTH BENEFITS / MAR 2017	327788	3/7/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / MAR 2017	327789	3/7/17	480.00
VULCAN MATERIALS COMPANY	SAND FOR SAND BAGS - STREETS PW	327790	3/7/17	144.60
WEST TECH CONTRACTING INC	PARADISE CREEK RESTORATION PROJECT	327791	3/7/17	56,281.21
WESTAIR GASES & EQUIPMENT INC	PROPANE CYLD REFILL - STREETS PW	327792	3/7/17	216.19
WHITE, J	RETIREE HEALTH BENEFITS / MAR 2017	327793	3/7/17	230.00
ZENGOTA, V	RETIREE HEALTH BENEFITS / MAR 2017	327794	3/7/17	300.00
FEDEX	FEDEX SHIPPING SERVICES	327795	3/7/17	98.48

A/P Total 637,101.41

## SECTION 8 HAPS

Start Date

3/1/2017

End Date

3/7/2017

846,131.70

GRAND TOTAL

**\$1,483,233.11**



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18<sup>th</sup> OF APRIL, 2017.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_



The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Councils authority to govern the sale or use of alcoholic beverages in city-owned buildings operated

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** April 6, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Council's authority to govern the sale or use of alcoholic beverages in city-owned buildings operated and controlled by third parties, within a public park, through written agreements with the City.

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** City Manager

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

There is no fiscal impact associated with this action.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Introduce the Ordinance amending Title 10, Section 10.30.040 of City of National City Municipal Code.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Ordinance for Introduction

## EXPLANATION

On October 18, 2016, the City Council of the City of National City directed staff to prepare a revision to Title 10 of the National City Municipal Code for Council consideration. Under the provisions of the City of National City Municipal Code, Title 10, Chapter 10.30 – Regulation of Alcoholic Beverages in Public Venues and Places, “It is unlawful for any person in any city park or in any adjacent city-owned public place to consume any alcoholic beverage or to possess an open alcoholic beverage container” (Section 10.30.030). Section 10.30.040 carves out an exception, allowing for the sale or use of alcoholic beverages in such facilities “in conjunction with an application for a temporary use permit pursuant to Chapter 15.60”. The purpose of the proposed amendment is to further clarify the exception under Section 10.30.040 to include the authority of the City Council to govern the sale and use of alcoholic beverages in city-owned buildings, within a park when such buildings are controlled and operated by third parties through written agreement with the City. Similar to the temporary use permit provision, the addition allows for the ability to add specific provisions related to the sale and consumption of alcohol to the written operating agreement for such buildings on a case-by-case basis. The proposed language is as follows (proposed language is underscored):

Section 10.30.40 – Exception – City buildings within city parks.

“Notwithstanding the provisions of Section 10.30.030, the city council may allow the sale or use of alcoholic beverages in a city-owned building located within a public park in conjunction with an application for a temporary use permit pursuant to Chapter 15.60. City-owned buildings which are operated or leased by a third party, pursuant to a written agreement, may be allowed to serve or sell alcohol according to the terms as set forth in that written agreement, and shall not be required to obtain a TUP pursuant to this section.”

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and servi



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and service fee waivers of \$5,000 for the National City Aquatic Center Activation Series, and authorizing the establishment of fund appropriations of \$5,000 and corresponding revenue budget.

**PREPARED BY:** Audrey Denham

**PHONE:** 336-4243

**DEPARTMENT:** Human Resources

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

See attached financial statement.

**APPROVED:**  **Finance**  
**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and service fee waivers of \$5,000.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Agreement for National City Aquatic Center Activation Series

## **EXPLANATION**

In an effort to support a vibrant and active waterfront, the San Diego Unified Port District (the Port) offers sponsorship of community organized events through the Tidelands Activation Program (TAP). The annual grant program supports events that engage the community and inspire visitors to enjoy San Diego Bay. Events are selected through a rigorous public evaluation process led by the TAP Advisory Committee, which includes members of the community. In April 2016, the Port awarded the City of National City (the City) \$5,000 in funding and \$5,000 in service fee waivers for the FY17 National City Aquatic Center Activation Series. City staff will use the funds to host Aquatic Adventures by the Bay on Saturday, May 27 from 10:00 a.m. to 2:00 p.m. located at the National City Aquatic Center and Pepper Park. The free event will include opportunity drawings, youth fishing, kayaking, rowing, stand up paddle boarding, a bike rodeo, bounce houses, scavenger hunts, obstacle courses, boating and water safety information, face painting, arts and crafts, and entertainment. In order to receive Port funding and services the City must enter into an agreement with the Port; following are key terms of the agreement:

### **City responsibilities:**

- Include Port logo on visual materials such as flyers, posters, banners, videos, e-headers, newspaper/magazine ads, and giveaways
- Include Port logo on the City's webpage in the Events section
- Include Port logo and/or mention Port on social media posts
- Include Port logo and/or mention Port in press releases/media relations and City newsletter
- Hang Port banner in prominent location at the event
- Reserve prominent booth space for the Port to distribute promotional items and marketing materials

### **Port responsibilities:**

- Financial support not to exceed \$5,000
- Service fee waivers not to exceed \$5,000
- Marketing and advertising support such as posting the event on Port webpage in Upcoming Events section, event creation on Facebook, and social media mentions on Facebook and Twitter
- Communications and publicity support such as mention of event in list of sponsored Tidelands Activation Program events press release and inclusion in E-blast distributions to Port newsletter subscribers
- Provide interactive booth with educational information and giveaways or provide materials for distribution and/or display

## **FINANCIAL STATEMENT**

The City of National City shall be compensated and reimbursed by the San Diego Unified Port District on the basis of invoices submitted. The Department of Finance staff will establish the appropriation in the Reimbursable Grants Citywide Fund contract services account (282-418-058-299) and deposit reimbursements into the same fund account (282-00000-3699), thus having no financial impact on the City's General Fund budget.

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITY OF NATIONAL CITY  
for  
NATIONAL CITY AQUATIC CENTER ACTIVATION SERIES  
AGREEMENT NO. 67-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and the CITY OF NATIONAL CITY, a California Municipality (Service Provider).

**Recitals:**

District and Service Provider desire to enter into an agreement for promotional services at National City Aquatic Center Activation Series.

Both parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on April 25, 2017 and shall terminate on August 31, 2017, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The District shall pay the Service Provider \$5,000.00, and provide \$5,000.00 in District Services for a maximum expenditure under this Agreement not to exceed \$10,000.00. Said

expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Progress Documentation.** At the District's request, Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

#### 4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in



progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless:** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement **or related to the 2017 "National City Aquatic Center Activation Series"** or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate

in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).

(c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-



insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
  - (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
  - (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the

District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- e. Service Provider may satisfy the requirements of this Section 10 by maintaining its lawful self-insured status during the term of this Agreement. Service Provider shall provide the District with a letter confirming authorized Self-Insured status.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person

related to the project, including the Service Provider or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider, if any, pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District or as required by law. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District or as required by law.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as



provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect

regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is

authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
21. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement to:

Jim Hutzelman  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel: 619-686-6545  
Email: [jhutzelm@portofsandiego.org](mailto:jhutzelm@portofsandiego.org)

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Leslie Deese  
City of National City  
1243 National City Blvd  
National City, CA 91950  
Tel: 619-336-4240  
Email: [lideese@nationalcityca.gov](mailto:lideese@nationalcityca.gov)

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**CITY OF NATIONAL CITY**

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Jenifer Barsell  
Director, Marketing & Communications

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Leslie Deese  
City Manager

Approved as to form and legality:  
GENERAL COUNSEL

---

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**San Diego Unified Port District**

**Promotional Services**

In return for a marketing sponsorship investment of \$5,000 in District funding and up to \$5,000 in District services, the Service Provider agrees to promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. The Service Provider agrees to provide the District the following in return for the marketing sponsorship investment:

**Event Organizer will provide:**

**Marketing & Advertising Inclusion:**

- Inclusion in visual materials:
  - PoSD Logo in printed event art
  - PoSD Logo in digital event art including banners, memes, cover art, background art, and e-headers
  - PoSD Logo in all print advertising including newspaper and magazine ads and on giveaways and giveaway collateral
- Inclusion in digital materials:
  - PoSD Logo on website with link to the [Port's TAP page](https://www.portofsandiego.org/recreation/tidelands-activation-program.html):  
<https://www.portofsandiego.org/recreation/tidelands-activation-program.html>
- Inclusion in Social Media
  - Facebook: Posts mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego
  - Twitter: Tweets mentioning PoSD sponsorship tagging [@portofsandiego](#) , #SanDiegoBay and/or #GoSanDiego
  - Instagram: Posts mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego

**Communications & Publicity Inclusion:**

- Press Releases/Media Relations:
  - Include PoSD in list of sponsors in at least one press release, if one is generated and sent
- Mention of PoSD as sponsor and inclusion of TAP Boiler statement in event specific E-blast distribution

**On-Site Inclusion:**

- Prominent PoSD TAP banner placement near stage or entry at event



- Reserved prominent space for placement of Port's TAP Booth 10x10 or 10x20 Opportunity to distribute promotional items and marketing materials at information booth or in gift bags

**Port of San Diego to provide:**

**Financial Support:** \$5,000

**Service Fee Waivers:** \$5,000

**Marketing & Advertising support:**

- Inclusion of event on PoSD TAP webpage in Upcoming Events section.
- Event Creation on Facebook with link back to event organization website for more information or ticket purchase
- Social media mentions on Facebook (28,000 fans) and Twitter (24,500 followers) tagging handles provided by event organizer, using #SanDiegoBay and/or #GoSanDiego

**Communications & Publicity Inclusion:**

- Mention in list of sponsored Tidelands Activation Program events press release sent out by the Port annually
- Inclusion in E-blast distributions to PoSD newsletter subscribers Community Events, Recreation & Tours list (1,500 subscribers) and/or Headlines list (2,500 subscribers).

**On-Site MarCom presence:**

- Interactive Booth 10x10 or 10x20 with educational information and giveaways (Tentative)
- Provided materials for distribution and/or display

Tidelands Activation Program Agreement: The parties acknowledge and agree the total amounts of cash and services provided by District through the 2016-17 Tidelands Activation Program may not equal the sums of cash and services granted in the Tidelands Activation Program Agreement, specifically cash and services. In such case, there is not a breach of the Tidelands Activation Program Agreement by the District. In the event the applicant disputes terms of the Tidelands Activation Program Agreement, applicant shall have no right to a credit or offset in any other agreements inclusive of the Tidelands Use & Occupancy Permit or leases between Parties.

In order to ensure payment of invoices, Service Provider will forward to District proof that it provided the above-mentioned promotional services prior to June 30, 2017.

## **District Stormwater Conditions**

The District is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelands pursuant to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal Stormwater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governing, among other things, stormwater management and discharge control. The District's stormwater regulations are found in Article 10 of the San Diego Unified Port District Code ("District Code").

Special events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system and San Diego Bay. Non-stormwater discharges to the stormdrain system or the Bay are considered a violation of District Code. To prevent unauthorized discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at special events. BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the following BMPs must also be implemented as applicable:

- Trash dumpsters, portable toilets, or generators shall have secondary containment and located away from open stormdrain inlets or catch basins and away from the water's edge. Secondary containment for trash dumpsters may be accomplished by placing a berm around the dumpster to contain leaks. Trash dumpsters must have lids and be covered.
- A spill kit is to be accessible to the event coordinator or person in charge of spill response.
- Catch basins and stormdrain inlets within the event special area are to be protected with temporary screens or filters prior to the event.
- Fencing is to be placed around the waterside perimeter of the event to prevent any windblown trash or debris from reaching the Bay. Where fencing is not feasible, regular and frequent trash and debris removal is to be conducted by event organizers.
- Street sweeping of parking lots, streets and roads associated with the event shall be conducted as needed.
- Employee training is to be conducted prior to the event to ensure that BMPs are properly implemented and maintained and so that employees are aware of the discharge prohibitions.

- Documentation of BMP implementation for each special event is to be maintained and be made available for the District's review upon request.

Direction related to permitted special event activities can be found in the District Jurisdictional Urban Runoff Management Document (JURMP). The JURMP is available on the District website: (<https://www.portofsandiego.org/environment/clean-water.html>) or by contacting the Planning and Green Port (PGP) Department, (619) 686-6283.

**ATTACHMENT B**  
**COMPENSATION & INVOICING**  
**San Diego Unified Port District**

**1. COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
  - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted. Each invoice shall include:
    - (a) Date work performed;
    - (b) Description of the work performed;

**2. INVOICING**

- a. **Payment Documentation.** Service Provider shall include the following information on each invoice submitted for payment by District.
  - (1) Agreement No. 67-2017ND
  - (2) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (3) Dates of service provided
  - (4) Date of invoice
  - (5) A unique invoice number
- b. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- c. Invoices shall be mailed to the attention of: Jim Hutzelman, Marketing Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- d. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

- e. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider immediately after receipt of a proper Invoice.



**EXHIBIT A**  
**CERTIFICATE OF INSURANCE**  
**San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to:**

**San Diego Unified Port District**  
**c/o Ebix BPO**  
**P.O. Box 100085 – 185**  
**Duluth, GA 30096 – OR –**  
**Email: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com)**  
**Fax: 1-866-866-6516**

Name and Address of Insured (Consultant)

SDUPD Agreement Number: \_\_\_\_\_

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<b>Commercial General Liability</b> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		<b>Commencement Date:</b>  <b>Expiration Date:</b>	<b>Each Occurrence:</b> \$ _____  <b>General Aggregate:</b> \$ _____
	<b>Commercial Automobile Liability</b> <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		<b>Commencement Date:</b>  <b>Expiration Date:</b>	<b>Each Occurrence:</b> \$ _____
	<b>Workers' Compensation – Statutory</b>  Employer's Liability		<b>Commencement Date:</b>  <b>Expiration Date:</b>	E.L. Each Accident \$ _____  E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	<b>Excess/Umbrella Liability</b>		<b>Commencement Date:</b>  <b>Expiration Date:</b>	Each Occurrence: \$ _____  General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

**A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.**

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address: _____	
	Phone: _____	Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s) _____	
		Date: _____

## **SAN DIEGO UNIFIED PORT DISTRICT**

### **REQUIRED INSURANCE ENDORSEMENT**

<b><u>ENDORSEMENT NO.</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>POLICY NO.</u></b>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

#### **MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:**

San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 100085 – 185  
Duluth, GA 30096 – OR –  
Email to: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com)  
Fax: 1-866-866-6516

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 4, 2017 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 4, 2017 with no waiver of fees.

**PREPARED BY:** Dionisia Trejo |

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255 |

**APPROVED BY:** 

**EXPLANATION:**

This is a request from First Christian Church of National City to conduct the National Day of Prayer at Kimball Park Bowl on May 4, 2017 from 6:30 p.m. to 7:30 p.m. Set up for the event will commence at 5:30 p.m. on the day of the event. This event is will consist of various churches from National City which will gather to worship and pray.

First Christian Church of National City is requesting to use the City's stage. Security will be provided by volunteers from local churches.

Note: This is the first year this organization has requested a Temporary Use Permit to conduct the National Day of Prayer at Kimball Park in the bowl area.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$237.00 for processing the TUP through various City departments, plus \$1,552.52 for Parks.  
Total Fees: \$1,789.52

**ENVIRONMENTAL REVIEW:**

N/A |

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802. |

**BOARD / COMMISSION RECOMMENDATION:**

N/A |

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☒ TUP    ☐ Sporting Event    ☐ Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title National Day of Prayer  
Event Location (list all sites being requested) Kimball Park Bowl

### Event Times

Set-Up Starts  
Date 5/4/17 Time 5:30 pm Day of Week Thur.  
Event Starts  
Date 5/4/17 Time 6:30 Day of Week Thur.  
Event Ends  
Date 5/4/17 Time 7:30 Day of Week Thur.  
Breakdown Ends  
Date 5/4/17 Time 8:00 Day of Week Thur.

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MAR 09 2017

Neighborhood Services Department  
City of National City

### Applicant Information

Applicant (Your name) Tim Captain Sponsoring Organization First Christian Church of National City  
Event Coordinator (if different from applicant) \_\_\_\_\_  
Mailing Address 1800 E. 17<sup>th</sup> St. National City, CA 91950  
Day Phone 619-474-2254 After Hours Phone \_\_\_\_\_ Cell 619-518-8415 Fax \_\_\_\_\_  
Public Information Phone \_\_\_\_\_ E-mail tim@nationalcitychurch.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

\* Signature of Applicant:  Date 5/9/17



## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 0 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☐ First time event ☐ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

This event is in conjunction with the National Day of Prayer.  
Various churches from National City will gather to worship and  
pray. The worship and prayer will be amplified

### Estimated Attendance

Anticipated # of Participants: 500 Anticipated # of Spectators: \_\_\_\_\_

**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Volunteers  
from local churches will provide crowd control and  
internal security.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

No need for illumination.

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ▶ Company \_\_\_\_\_

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Individuals with disabilities may access the event by  
using the top row of the bowl to participate

### Elements of your Event

Setting up a stage? Yes ☒ No ☐

☐ Requesting City's PA system

☒ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☒ Dimensions (20x28)

☐ Applicant providing own stage ▶ \_\_\_\_\_ (Dimensions)

Setting up canopies or tents?

\_\_\_\_\_ # of canopies size \_\_\_\_\_

\_\_\_\_\_ # of tents size \_\_\_\_\_

☐ No canopies/tents being set up

Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

\_\_\_\_\_ # of tables ☐ No tables being set up

10 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



**Setting up other equipment?**

- ☐ Sporting Equipment (explain) \_\_\_\_\_
- ☒ Other (explain) Will set up a PA system
- ☐ Not setting up any equipment listed above at event

**Having amplified sound and/or music?** Yes ☒ No ☐

- ☒ PA System for announcements ☐ CD player or DJ music
- ☒ Live Music ▶ ☒ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band
- ☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name N/A

▶ \_\_\_\_\_  
Address City/State Phone Number

**Using lighting equipment at your event?** Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name \_\_\_\_\_

\_\_\_\_\_  
Address City/State Phone Number

**Using electrical power?** Yes ☒ No ☐

- ☒ Using on-site electricity ☒ For sound and/or lighting ☐ For food and/or refrigeration
- ☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event?** Yes ☐ No ☒

- ☐ Vendors preparing food on-site ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

If you intend to cook food in the event area please specify the method:

- ☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

- ☐ Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # \_\_\_\_\_
- ☐ Vendors selling food # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
- ☐ Vendors selling merchandise # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

- ☐ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
- ▶ Explain services \_\_\_\_\_
- ☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_
- ▶ Explain type(s) of information \_\_\_\_\_
- ☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_
- ☐ Inflatable bouncer slide # \_\_\_\_\_ ☒ Arts & crafts (i.e., craft making, face painting, etc.)
- ☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

- ☐ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe \_\_\_\_\_



## Event Signage

**PLEASE NOTE** For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # 1 Dimensions 72" x 30"

☐ Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # \_\_\_\_\_

☐ What will signs/banners say? \_\_\_\_\_

☐ How will signs/banners be anchored or mounted? \_\_\_\_\_

## Waste Management

**PLEASE NOTE** One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

▶ Total number of portable toilets: \_\_\_\_\_

▶ Total number of ADA accessible portable toilets: \_\_\_\_\_

☐ Contracting with portable toilet vendor. ▶ \_\_\_\_\_

▶ Load-in Day & Time \_\_\_\_\_ ▶ Load-out Day & Time \_\_\_\_\_

☐ Portable toilets to be serviced. ▶ Time \_\_\_\_\_

## Set-up, Breakdown, Clean-up

**Setting up the day before the event?**

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) \_\_\_\_\_

☒ No, set-up will occur on the event day

**Requesting vehicle access onto the turf?**

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence

☒ N/A

#### Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) \_\_\_\_\_

☒ No, breakdown will occur on the event day.

#### How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

### Miscellaneous

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>National Day of Prayer</u>	
Event Address: _____	Expected # of Attendees: <u>500</u>
Event Host/Coordinator: <u>Tim Captain</u>	Phone Number: <u>619-474-2254</u> <u>619-518-8415</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			
Do all storm drains have screens to temporarily protect trash and debris from entering?			
Are spill cleanup kits readily available at designated spots?			

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: First Christian Church of National City

Person in Charge of Activity: Tim Captain

Address: 1800 E 17<sup>th</sup> St.

Telephone: 619-474-2254 Date(s) of Use: \_\_\_\_\_

Telephone: 619-518-8415

### HOLD HARMLESS AGREEMENT

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MAR 09 2017

Neighborhood Services Department  
City of National City

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

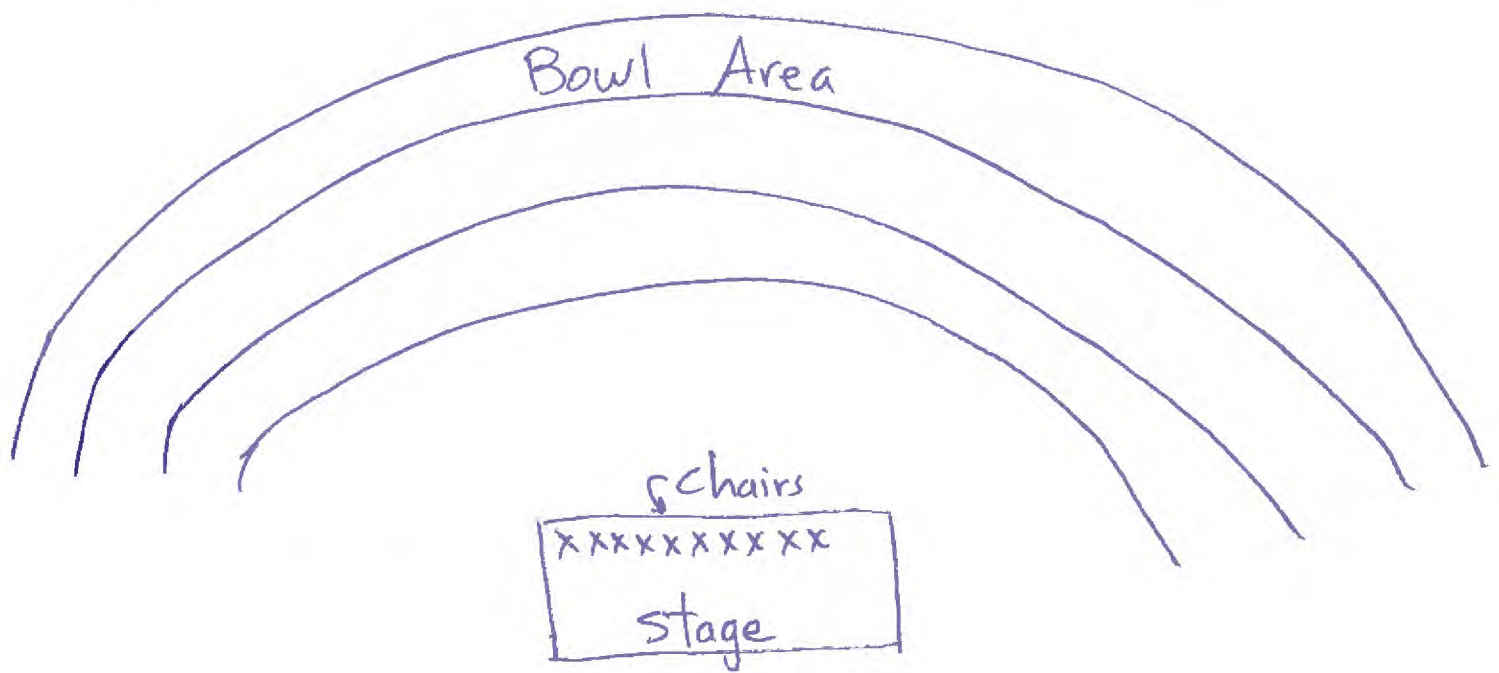
\* Signature of Applicant: [Signature]

\* Official Title: Lead Pastor Date: 3/9/17

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_

# National Day of Prayer





**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

**SPONSORING ORGANIZATION:** First Christian Church of National City  
**EVENT:** National Day of Prayer  
**DATE OF EVENT:** May 4, 2017

**APPROVALS:**

DEVELOPMENT SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
CITY ATTORNEY	YES [x]	NO [ ]	SEE CONDITIONS [ ]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]

---

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

Building

No comments

Planning

Speakers and/or PA equipment shall face away from adjacent residential properties.

Engineering

No comments

**POLICE DEPARTMENT**

No comments

**CITY ATTORNEY**

The City Attorney's office has no requirements for this application.

**COMMUNITY SERVICES**

No comments

### **RISK MANAGER (619) 336-4370**

I have reviewed the above captioned request to for the issuance of a Temporary Use Permit. I would recommend that as a condition of the issuance of the permit that the following documents be provided:

- A valid copy of the Certificate of Liability Insurance.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers".
- That the insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:  
City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA. 91950-4397

### **PUBLIC WORKS (619)366-4580**

#### **Street Division**

No comments

#### **Facilities Division**

No comments

#### **Parks Division**

The cost for parks department to provide the extended stage is as follows:

Set up during regular working hours (4 hour minimum)  $\$155.25 \times 4 = \$621.00$

Break down during overtime hours (4 hour minimum)  $\$232.88 \times 4 = \$931.52$

Total = \$1,552.52

**FINANCE**

No comments

**FIRE (619) 336-4550**

No comments

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City:  
(a) authorizing the Executive Director to execute a Participation Agreement by and between the Community Development Commission- Housing Authority of the Ci

**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 18, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City: (a) authorizing the Executive Director to execute a Participation Agreement by and between the Community Development Commission- Housing Authority of the City of National City and (i) Community HousingWorks and Mercy Housing California; (ii) Bridge Housing Corporation; (iii) Chelsea Investment Corporation and Serving Seniors; and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar; and (b) contingent upon receipt of \$60,000 from two or more Potential Developers, authorizing the Chairman to execute a Consulting Services Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Keyser Marston Associates, Inc. for the solicitation and evaluation of proposals from the Potential Developers and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 "D" Avenue in National City and establishing the budget appropriation for said Consultant Services Agreement.

**PREPARED BY:**

Carlos Aguirre, Housing & Economic Dev. Mgr.

**DEPARTMENT:** Housing & Economic Development

**PHONE:** 619-336-4391

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See Attachment No. 1 Background Report

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Revenue Account: 001-45462-3634

Misc. Revenue \$60,000.00

Expenditure Account: 001-419-462-299-0000

Contract Services \$60,000.00

**ENVIRONMENTAL REVIEW:**

This above agreement under consideration do not constitute a project and, therefore, are not subject to environmental review.

**ORDINANCE:** INTRODUCTION:

☐

FINAL ADOPTION:

☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

1. Background Report
2. Participation Agreement with Potential Developers
3. KMA Consultant Services Agreement



## Background Report

On December 6, 2016, the Community Development Commission-Housing Authority's ("CDC-HA") directed staff to provide approaches to implement a Request for Proposal process that would incorporate a comparison of financial proposals for the Rehabilitation and Recapitalization of Morgan and Kimball Senior Towers ("Towers"). The CDC-HA has been working with Keyser Marston Associates ("KMA") since May 2013 to model and evaluate financing structures for the Towers. Because of the extensive work KMA conducted on financial considerations for rehabilitating and recapitalizing Morgan and Kimball Towers, City staff requested a proposal from KMA that would compare approaches to further evaluate development teams.

On February 7, 2017, the CDC-HA considered the approaches included in KMA's proposal and directed staff to return with a resolution approving a Consultant Services Agreement with KMA ("KMA Agreement") for an amount not to exceed \$60,000.00. The approach selected by City Council is included in Exhibit "A" of the KMA Agreement provided in the staff report as Attachment No. 3. Four of five Potential Developers consisting of (i) Community HousingWorks and Mercy Housing California (collectively, "CHW-Mercy"); (ii) Bridge Housing Corporation ("Bridge"); (iv) Chelsea Investment Corporation and Serving Seniors (collectively, "Chelsea-Serving Seniors"); and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar (collectively, the "Affirmed Group") have agreed to pay all costs incurred by the CDC-HA with respect to the KMA Consultant Agreement by executing the Participation Agreement ("Participation Agreement") provided in the staff report as Attachment No. 2. The Potential Developers are fully aware that the CDC-HA reserves the right to select any one or none of the Potential Developers.

If the Participation Agreement is approved by the CDC-HA then on or before April 20, 2017 ("Payment Deadline"), each of the Potential Developers shall pay an equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the Potential Developers equals \$60,000.00. Any Potential Developers that does not pay its full share of the amount set forth in the immediately preceding sentence on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000.00. Such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Agreement. The KMA Agreement will only be executed after receiving a total of \$60,000.00 from two or more Potential Developers.

## **PARTICIPATION AGREEMENT (Morgan and Kimball Tower)**

This Participation Agreement (“Agreement”) is dated as of the 18<sup>th</sup> day of April, 2017, by and between the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) and all of the following persons that execute and deliver a copy of this Agreement to the CDC-HA by the Execution Deadline set forth in Recital A, below: (i) Community HousingWorks and Mercy Housing California (collectively, “CHW-Mercy”); (ii) Bridge Housing Corporation (“Bridge”); (iii) National Community Renaissance of California and Reiner Communities (collectively, “National Core-Reiner”); (iv) Chelsea Investment Corporation and Serving Seniors (collectively, “Chelsea-Serving Seniors”); and (v) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar (collectively, the “Affirmed Group”).

### **RECITALS**

A. In order for any of CHW-Mercy, Bridge, National Core-Reiner, Chelsea-Serving Seniors or the Affirmed Group to become a party to this Agreement, it must execute and deliver a copy of this Agreement to the City on or before April 4, 2017 (“Execution Deadline”). If any of CHW-Mercy, Bridge, National Core-Reiner, Chelsea-Serving Seniors or the Affirmed Group, as defined in the introductory paragraph, above, is comprised of more than one person, then provided any one of those persons executes and delivers a copy of this Agreement to the CDC-HA on or before the Execution Deadline, then such person shall be bound by this Agreement. For example, if Community HousingWorks, but not Mercy Housing California delivers a copy of this Agreement to the CDC-HA on or before the Execution Deadline, then Community HousingWorks, but not Mercy Housing California shall be a party to this Agreement.

B. The persons that execute and deliver a copy of this Agreement to the City on or before the Execution Deadline, shall be collectively referred to herein as the “Potential Developers.” If this Agreement is executed and delivered to the City-HA on or before the Execution Deadline by fewer than all of CHW-Mercy, Bridge, National Core-Reiner, Chelsea-Serving Seniors and the Affirmed Group, then: (i) this Agreement shall be binding upon all of the parties that satisfy the definition of Potential Developers and only those Potential Developers shall be allowed to participate in the RFP process, as defined in Recital D, below; and (ii) the term “Potential Developers” shall mean only those persons that executed and delivered this Agreement to the CDC-HA on or before the Execution Deadline. For purposes of this Agreement, if any Potential Developer is comprised of more than one person or entity, then such persons or entities shall be treated as a single Potential Developer for purposes of this Agreement. For example if, all of the five (5) Affirmed Group persons (RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar) execute and deliver this Agreement to the CDC-HA before the Execution Deadline, then such persons or entities shall collectively be considered one (1) Potential Developer.

C. The CDC-HA owns the Kimball and Morgan Towers, which are generally located at 1317 D Avenue and 1415 D Avenue, respectively, in the City of National City, County of San Diego, California (“Property”).

D. The Potential Developers desire to recapitalize the Property and rehabilitate the improvements thereon generally as set forth in that certain Request for Qualifications issued by the CDC-HA dated March 24, 2016. However, some of the Potential Developers requested that the CDC-HA select one of the Potential Developers only after completing a Request for Proposals ("RFP") and the CDC-HA has agreed to do so. In order to commence and complete the RFP process, the CDC-HA must engage the services of, and is entering into a contract with, Keyser Marston and Associates ("KMA Contract"). The Potential Developers have agreed to pay all costs incurred by the CDC-HA with respect to the KMA Contract, fully aware that the CDC-HA reserves the right to select any one or none of the Potential Developers.

NOW, THEREFORE, the CDC-HA and the Potential Developers hereby agree as follows:

1. Payment of KMA Contract by the Potential Developers. On or before April 20, 2017 ("Payment Deadline"), each of the Potential Developers shall pay an equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the Potential Developers equals \$60,000.00. Any Potential Developers that does not pay its full share of the amount set forth in the immediately preceding sentence on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000.00. Such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Contract.
2. Nondiscrimination. None of the Potential Developers shall discriminate against nor segregate, any person, or group or persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall any of the Potential Developers establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.
3. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
4. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the CDC-HA and all of the Potential Developers.
5. Assignment Prohibited. In no event shall any of the Potential Developers assign or transfer any portion of such Potential Developer's rights or obligations under this Agreement

without the prior express written consent of the CDC-HA, which consent may be withheld in the CDC-HA's sole and absolute discretion.

6. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

7. Recitals Incorporated. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

8. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the CDC-HA that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

9. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**CDC-HA:**

Community Development Commission-Housing Authority of the City of National City

By: \_\_\_\_\_  
Leslie Deese, Executive Director

**APPROVED AS TO FORM:**


Christensen & Spath LLP

By: \_\_\_\_\_  
Walter F. Spath III  
Special Counsel to the CDC-HA


**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**CHW-MERCY:**

Community Housing Works

By:   
Print Name: Anne B. Wilson  
Its: Senior Vice President

Mercy Housing California

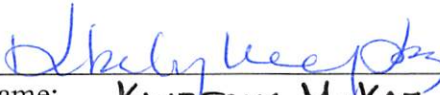
By:   
Print Name: Ed Holder  
Its: Vice President

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**



**BRIDGE:**

Bridge Housing Corporation

By:   
Print Name: KIMBERLY MCKAY  
Its: EXECUTIVE VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

6

**NATIONAL CORE-REINER:**

National Community Renaissance of California

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Reiner Communities

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**CHELSEA-SERVING SENIORS**

Chelsea Investment Corporation

By: Cheri Hoffman  
Print Name: Cheri Hoffman  
Its: President


Serving Seniors

By: Rick Roark  
Print Name: Rick Roark  
Its: Chief Financial Officer

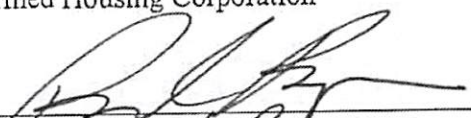
**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**AFFIRMED GROUP**


RAHD Group

By:   
 Print Name: Colin Rice  
 Its: Partner

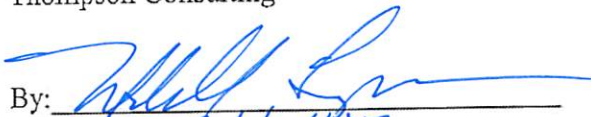
Affirmed Housing Corporation

By:   
 Print Name: Brian L. Rogers  
 Its: President of Affirmed Housing


Community Preservation Partners LLC

By:   
 Print Name: Anand Cannon  
 Its: President

Thompson Consulting

By:   
 Print Name: Mitchell Thompson  
 Its: Principal

Casa Familiar

By:   
 Print Name: Elizabeth R. Cuestas  
 Its: President & CEO

**AGREEMENT  
BY AND BETWEEN  
THE COMMUNITY DEVELOPMENT COMMISSION – HOUSING  
AUTHORITY OF THE CITY OF NATIONAL CITY  
AND  
KEYSER MARSTON ASSOCIATES, INC.**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, a municipal corporation (the “CDC-HA”), and KEYSER MARSTON ASSOCIATES, INC, economic consultant (the “CONSULTANT”).

**R E C I T A L S**

WHEREAS, the CDC-HA desires to employ a CONSULTANT to provide consulting services related to the solicitation, evaluation, and negotiation of a housing developer for the Kimball and Morgan Towers Rehabilitation and Recapitalization Project.

WHEREAS, the CDC-HA has determined that the CONSULTANT is a economic consulting service and is qualified by experience and ability to perform the services desired by the CDC-HA, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CDC-HA agrees to engage the CONSULTANT to assist the CDC-HA in its efforts to select and affordable housing developer to refinance and renovate the Kimball and Morgan Towers, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective as of the date of execution by the CDC-HA and expires on June 30, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the Executive Director of the CDC-HA.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CDC-HA for such services, except as authorized



in advance by the CDC-HA. The CONSULTANT shall appear at meetings specified in Exhibit “A” to keep staff and CDC-HA Council advised of the progress on the project.

The CDC-HA may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CDC-HA and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Carlos Aguirre, Housing and Economic Development Manager, hereby is designated as the Project Coordinator for the CDC-HA and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Paul C. Marra thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “A” shall not exceed \$60,000.00. The compensation for the CONSULTANT’S work shall not exceed the rates set forth in Exhibit “B”. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “A”, as determined by the CDC-HA.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CDC-HA, and for furnishing of copies to the CDC-HA, if requested.

6. **ACCEPTABILITY OF WORK.** The CDC-HA shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CDC-HA cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CDC-HA or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CDC-HA shall each prepare a report which supports their position and file the same with the other party. The CDC-HA shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CDC-HA for use with respect to this project, and shall be turned over to the CDC-HA upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CDC-HA, and CONSULTANT thereby expressly waives and disclaims any

copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CDC-HA'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CDC-HA, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CDC-HA may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CDC-HA'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CDC-HA of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CDC-HA, or for any liability to the CDC-HA should the documents be used by the CDC-HA for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity from CDC-HA and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CDC-HA, and are not entitled to any of the rights, benefits, or privileges of the CDC-HA'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CDC-HA for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CDC-HA. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CDC-HA nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CDC-HA, it being understood that the CONSULTANT its agents, servants, and employees are as to the CDC-HA wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CDC-HA are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each

of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CDC-HA that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CDC-HA, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CDC-HA otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CDC-HA are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CDC-HA for any increased costs that result from the CDC-HA's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CDC-HA setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CDC-HA may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CDC-HA. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CDC-HA. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CDC-HA for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the CDC-HA of National CDC-HA, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligence or willful misconduct in the performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CDC-HA, its agents, officers, employees or volunteers. CDC-HA will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the CDC-HA Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CDC-HA and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CDC-HA or its officers, employees, or volunteers, for or on account of any

liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specific CDC-HA on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CDC-HA. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CDC-HA.

E. The aforesaid policies shall constitute primary insurance as to the CDC-HA, its officers, officials, employees, and volunteers, so that any other policies held by the CDC-HA shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CDC-HA of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CDC-HA'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.



H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CDC-HA'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CDC-HA may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CDC-HA.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CDC-HA shall, in addition, be limited to the amount of attorney's fees incurred by the CDC-HA in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CDC-HA. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CDC-HA for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CDC-HA.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CDC-HA, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CDC-HA by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CDC-HA all rights set forth in Section 7.

E. The CDC-HA further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CDC-HA:

Carlos Aguirre  
Housing and Economic Development Manager  
Housing and Economic Development Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONSULTANT:

Paul C. Marra  
Vice President & Managing Principal  
Keyser Marston Associates, Inc.  
555 West Beech Street, Suite 460  
San Diego, CA 92101

Address for Payments:

Keyser Marston Associates, Inc.  
160 Pacific Avenue, Suite 204  
San Francisco, CA 94111

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CDC-HA of National CDC-HA. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material

financial interest, either direct or indirect, without first notifying the CDC-HA of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CDC-HA in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CDC-HA.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National CDC-HA Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the CDC-HA Clerk of the CDC-HA of National CDC-HA in a timely manner on forms which the CONSULTANT shall obtain from the CDC-HA Clerk.

The CONSULTANT shall be strictly liable to the CDC-HA for all damages, costs or expenses the CDC-HA may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CDC-HA is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CDC-HA in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CDC-HA, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CDC-HA OF THE CITY OF NATIONAL CITY**

**KEYSER MARSTON ASSOCIATES, INC.**

*(Corporation – signatures of two corporate officers required)  
(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Ron Morrison, Chairman

By: \_\_\_\_\_  
Paul C. Marra  
Vice President, Managing Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III,  
Interim CDC-HA Attorney



## CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

(1) I am the duly elected and acting Secretary of Keyser Marston Associates, Inc. a California Corporation; and

(2) That Paul C. Marra, a Vice President and Assistant Secretary of Keyser Marston Associates, Inc. is authorized on behalf of the Corporation to sign the Agreement dated March 7, 2017 between the Community Development Commission – Housing Authority of the City of National City and Keyser Marston Associates, Inc.; and

(3) Further, all corporate officers of Keyser Marston Associates, Inc. are authorized to enter into contracts and execute instruments in the name of the Corporation or on behalf of the Corporation, pursuant to the Corporation's Bylaws, adopted September 14, 1990.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of such corporation this 21st day of February, 2017.



Diane M. Chambers, Secretary

**EXHIBIT A**

**KMA SCOPE OF WORK  
KIMBALL AND MORGAN TOWERS RFP  
CITY OF NATIONAL CITY**

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- **Task #1: Developer Solicitation**

- A. Participate in teleconference with City to discuss primary goals and objectives for the Project.
- B. Review pertinent information related to Project including RFQ responses submitted by each developer
- C. Prepare draft RFP. RFP will specify project criteria, minimum financial terms, and timing of performance. It will establish submittal requirements in terms of the affordable housing developer's financing approach, and financial proposal.
- D. Prepare a financial pro forma/cash flow template for inclusion within the RFP.

- **Task #2: Developer Evaluation**

- A. Review RFP responses, including summary of deal structure and business terms proposed by each developer.
- B. Prepare written data requests itemizing missing data, inconsistencies in developer submittals, and/or need for clarification.
- C. Evaluate developers' financial pro formas and cash flow projections.
- D. Prepare independent financial models of each developer's proposal and identify any areas of difference in terms of developers' vs. KMA inputs and assumptions.
- E. Present KMA conclusions in a summary matrix comparing strengths and weaknesses of each developer, accompanied by supporting technical exhibits.
- F. Participate in a meeting with City staff to present KMA conclusions.
- G. Recommend a list of finalist for further consideration and/or recommend City conduct interviews with some or all proposers.
- F. Prepare interview questions and participate in developer interviews as needed.

- **Task #3: Developer Negotiations**

- A. Prepare recommended business terms for the proposed partnership and/or agreement between the City and the selected developer.
- B. Participate in meetings and teleconferences with the City, the selected developer, and legal counsel to assist in negotiating the proposed partnership or agreement.
- C. Correspond with selected developer to identify any remaining areas of pro forma differences and obtain clarification or substantiation from the developer.
- D. Review and analyze successive development concepts, financial pro formas, and potential deal terms under consideration by the City and the selected developer.

**EXHIBIT B**  
**KEYSER MARSTON ASSOCIATES, INC.**  
**HOURLY FEE SCHEDULE**

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	<b><u>2016/2017</u></b>
A. JERRY KEYSER*	\$280.00
MANAGING PRINCIPALS*	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

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\* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.



# CERTIFICATE OF LIABILITY INSURANCE

Attachment No. 3  
DATE: MM/DD/YYYY  
2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MOC Insurance Services License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104		<b>CONTACT NAME:</b> Halidee Callejas <b>PHONE (A/C, No. Ext):</b> (415) 957-0600 <b>FAX (A/C, No):</b> (415) 957-0577 <b>E-MAIL ADDRESS:</b> hcallejas@mocins.com															
<b>INSURED</b> Keyser Marston Associates, Inc. 160 Pacific Avenue, Suite 204 San Francisco CA 94111		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Massachusetts Bay Ins. Co.</td> <td>22306</td> </tr> <tr> <td>INSURER B Allmerica Financial Benefit Co.</td> <td>41840</td> </tr> <tr> <td>INSURER C Hanover Insurance Company</td> <td>31534</td> </tr> <tr> <td>INSURER D Republic Indemnity Company of</td> <td>43753</td> </tr> <tr> <td>INSURER E Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Massachusetts Bay Ins. Co.	22306	INSURER B Allmerica Financial Benefit Co.	41840	INSURER C Hanover Insurance Company	31534	INSURER D Republic Indemnity Company of	43753	INSURER E Evanston Insurance Company	35378	INSURER F :	
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## COVERAGES

CERTIFICATE NUMBER: 2016-2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	ZDFA49104902 No Deductible Applies	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Coll \$500	X	AWFA49004902	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	UHFA49117102	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	3954622	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Retention \$25,000		E0865356 Retro Date: 11/11/1976	12/1/2016	12/1/2017	Each Wrongful Act \$1,000,000 AGGREGATE LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of National City and The Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers are named as additional insured as respects their interest may appear per written contract. Granted a waiver of subrogation for General Liability, Auto Liability, and workers Compensation policies. This insurance is primary and non-contributory. 30 day cancellation clause and 10 day notice of cancellation for non-payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

The City of National City & The Community Development Commission Housing Authority of the City of National City 1243 National City Boulevard National City, CA 91950-4397	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Halidee Callejas/HCA <i>Halidee Callejas</i>
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**INSURANCE INDUSTRIE CHANGE; COMMERCIAL GENERAL LIABILITY  
ADDITIONAL INSURED ENDORSEMENT**

Please be advised that the CG 20 10 10 01 Endorsement has been replaced with the CG 20 10 07 04 Additional Insured Endorsement. The City of National City and the Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers is/are named as Additional Insured(s) on the Commercial General Liability policy.

Keyser Marston Associates, Inc. provides professional services to; The City of National City and the Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers therefore 'completed operations' coverage would be addressed under the Professional Liability policy shown as "Insurer D" on the attached Certificate of Insurance.



## COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

POLICY NUMBER: ZDFA49104902

Effective Date: 12/01/2016

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
<p><u>The City of National City and the Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers</u></p> <p><b>It is understood and agreed that this insurance is primary and any other insurance maintained by the Additional Insured shall be excess only and not contributing with this insurance in regards to all operations as pertains to the named insured.</b></p>	«Location»
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Keyser Marston Associates, Inc  
Policy No. AWFA49004902

COMMERCIAL AUTO  
CA 00 01 03 06

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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## B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 03 13**

(Ed. 04-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

<b>State</b>	<b>Person or Organization</b>	<b>Job Description</b>
California	The Community Development Commission Housing Authority Of The City Of National City 1243 National City Boulevard National City, CA 91950-4397	All California Operations Performed By The Named Insured On Behalf Of The Certificate Holder.

The premium charge for this endorsement shall be 5% of the premium developed in conjunction with the work for which this waiver is provided, subject to a minimum premium of \$100. This charge will be billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**Republic Indemnity Company of America**

Company Number	19739
Insured	Keyser Marston Associates, Inc.
Policy Number	39546-22
Endorsement Number	103
Endorsement Effective	December 01, 2016
Printed On	February 27, 2017

Countersigned by : \_\_\_\_\_

**WC 00 03 13**

(Ed. 04-84)

Insured Copy

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